



PSC METALS, INC.

**Joseph D. King**  
*Vice President,  
General Counsel and Secretary*

May 4, 2012

US EPA RECORDS CENTER REGION 5



436729

**VIA FEDERAL EXPRESS and ELECTRONIC DELIVERY**

Ms. Michelle Kerr  
Remedial Response Branch #1  
Superfund Division  
United States Environmental Protection Agency  
Region 5  
77 West Jackson Blvd.  
Chicago, IL 60604-3590

**RE: Initial Response of PSC Metals, Inc. (formerly Philip Metals, Inc.) to General Notice  
and Information Request for the Chemetco Superfund Site in Hartford, Illinois**

Dear Ms. Kerr:

As Vice President, General Counsel to PSC Metals, Inc. and its subsidiaries ("PSC Metals"), the above-referenced General Notice and Information Request for the Chemetco Superfund Site in Hartford, Illinois has been referred to my attention. Please consider this letter and the accompanying response to be PSC Metal's "Initial Response" to the information request.

PSC Metals is undertaking an investigation to enable it to fully answer the EPA's request for information in this matter. PSC Metals' investigation will require it to speak to numerous individual and search for documents in various locations. In addition, PSC Metals sustained a flood in April of 2011 at its Nashville, Tennessee facility where many of the documents that could be responsive to this request were stored. The Company suspects that some of these documents may have been destroyed in the flood. The Company will supplement this Initial Response on or before May 25, 2012.

If you have any further questions, please do not hesitate to contact me at 440-753-5390.

Sincerely,

Joseph D. King  
Vice President, General Counsel

/enclosures

cc: Ms. Joan Tanaka, Chief  
Remedial Response Branch #1  
Superfund Division  
United States Environmental Protection Agency

Mr. Tom Martin, Esq., EPA  
Mr. Steven Forystek



**Initial Response of PSC Metals, Inc. (formerly Philip Metals, Inc.) to General Notice and Information Request for the Chemetco Superfund Site in Hartford, Illinois, submitted May 4, 2012**

1. Provide the following information about your company ("Respondent").

(a) The complete and correct legal name of your company.

**PSC Metals, Inc. (hereinafter referred to as "PSC Metals" or the "Company")**

(b) The name(s) and address(es) of the President and the Chairman of the Board, or other presiding officer of the company.

**David N. Spector, President  
PSC Metals, Inc.  
5875 Landerbrook Drive., Suite 200  
Mayfield Hts., OH 44124**

(c) The state of incorporation of the company and the company's agents for service

**Incorporated in the State of Ohio  
Service Agent is Corporation Service Company (CSC-Lawyers Incorporating Service)**

(d) The name(s) of all subsidiaries, affiliates, or parent companies to your company.

**PSC Metals, Inc. is a wholly-owned subsidiary of Icahn Enterprises, L.P. PSC Metals, Inc. has the following subsidiaries:**

**M W Recycling, LLC  
TAP USA, LLC  
PSC Metals - Mitco, LLC  
PSC Metals - Columbus, LLC  
PSC Metals - Knoxville, LLC  
PSC Metals - Joyce, LLC  
PSC Metals - CAW, LLC  
PSC Metals - Alliance, LLC  
PSC Metals - Elyria, LLC  
PSC Metals - Garn, LLC  
PSC Metals - Aliquippa, LLC  
PSC Metals - Wooster, LLC  
PSC Metals - Metallica, LLC  
PSC Metals - Akron, LLC  
PSC Metals - New York, LLC  
PSC Metals - D&L, LLC  
CAPPCO Tubular Products USA, LLC  
CAPPCO Tubular Products Canada, Inc.**

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- (e) The state of Incorporation and agents for service of process in the state of incorporation

The state of incorporation and agents for service of process for PSC Metals, Inc. and its U.S. subsidiaries are described in the Response to Request Number 1(c) above. CAPPKO Tubular Products Canada, Inc. is a New Brunswick, Canada corporation. Its agent for service of process is also described in the Response to Request Number 1(c) above.

- (f) The status of all subsidiaries, affiliates, or parent company to your company.

**ACTIVE**

2. Describe and provide any documents related to your company's business activities which resulted in sending material to Chemetco.

PSC Metals is undertaking an investigation to enable it to fully answer the EPA's request for information in this matter. PSC Metals' investigation will require it to speak to numerous individuals and search for documents in various locations. In addition, PSC Metals sustained a flood in April of 2011 at its Nashville, Tennessee facility where many of the documents that could be responsive to this request were stored. The Company suspects that some of these documents may have been destroyed in the flood. The Company will supplement this response on or before May 25, 2012.

3. Describe and provide any documents related to your company's role at the Site, including what duties/involvement your company had at the Site.

PSC Metals is undertaking an investigation to enable it to fully answer the EPA's request for information in this matter. PSC Metals' investigation will require it to speak to numerous individuals and search for documents in various locations. In addition, PSC Metals sustained a flood in April of 2011 at its Nashville, Tennessee facility where many of the documents that could be responsive to this request were stored. The Company suspects that some of these documents may have been destroyed in the flood. The Company will supplement this response on or before May 25, 2012.

4. If the nature or size of Respondent's activities in relation to Chemetco changed over time, describe those changes and the dates they occurred.

PSC Metals is undertaking an investigation to enable it to fully answer the EPA's request for information in this matter. PSC Metals' investigation will require it to speak to numerous individuals and search for documents in various locations. In addition, PSC Metals sustained a flood in April of 2011 at its Nashville, Tennessee facility where many of the documents that could be responsive to this request were stored. The Company suspects that some of these documents may have been destroyed in the flood. The Company will supplement this response on or before May 25, 2012.

**Initial Response of PSC Metals, Inc. (formerly Philip Metals, Inc.) to General Notice and Information Request for the Chemetco Superfund Site in Hartford, Illinois, submitted May 4, 2012**

5. For each type of waste or material used in Respondent's operations, describe and provide documents relating to Respondent's contracts, agreement, or other arrangements for its disposal, treatment, trading, or recycling with Chemetco, including but not limited to whether Respondent controlled where waste sent to Chemetco warehouses was ultimately processed/recycled.

**PSC Metals is undertaking an investigation to enable it to fully answer the EPA's request for information in this matter. PSC Metals' investigation will require it to speak to numerous individuals and search for documents in various locations. In addition, PSC Metals sustained a flood in April of 2011 at its Nashville, Tennessee facility where many of the documents that could be responsive to this request were stored. The Company suspects that some of these documents may have been destroyed in the flood. The Company will supplement this response on or before May 25, 2012.**

6. If not already provided, specify the dates and circumstances when Respondent's waste or material was taken to the Site, and identify the companies or individuals who brought Respondent's waste/material to the Site. Provide any documents which support or memorialize your response.

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7. Were transactions between your company and Chemetco and specifically the Site: 1) an outright sale; 2) subject to a written or verbal "tolling" agreement between the companies; or 3) reflected the "banking" of the transacted material in a metal account at the request of your company for return or other disposition at a later date?

**PSC Metals is undertaking an investigation to enable it to fully answer the EPA's request for information in this matter. PSC Metals' investigation will require it to speak to numerous individuals and search for documents in various locations. In addition, PSC Metals sustained a flood in April of 2011 at its Nashville, Tennessee facility where many of the documents that could be responsive to this request were stored. The Company suspects that some of these documents may have been destroyed in the flood. The Company will supplement this response on or before May 25, 2012.**

8. Did your company have any influence over waste disposal or recycling activities at the Site? If so, how?

**PSC Metals is undertaking an investigation to enable it to fully answer the EPA's request for information in this matter. PSC Metals' investigation will require it to speak to numerous individuals and search for documents in various locations. In addition, PSC Metals sustained a flood in April of 2011 at its Nashville, Tennessee facility where many of the documents that could be responsive to this request were stored. The Company suspects that some of**



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these documents may have been destroyed in the flood. The Company will supplement this response on or before May 25, 2012.

9. Was any shipment of material sent to the Site by Respondent ever refused and/or returned? If so, describe this event in detail, including its cause and outcome.

PSC Metals is undertaking an investigation to enable it to fully answer the EPA's request for information in this matter. PSC Metals' investigation will require it to speak to numerous individuals and search for documents in various locations. In addition, PSC Metals sustained a flood in April of 2011 at its Nashville, Tennessee facility where many of the documents that could be responsive to this request were stored. The Company suspects that some of these documents may have been destroyed in the flood. The Company will supplement this response on or before May 25, 2012.

10. Describe in detail the types of material that you sent for recycling, processing, or disposal at the Site. In your response, please also give the generic name of each type of materials shipped to the Site [e.g., scrap metal (including scrap automobiles), batteries, electronics, scrap paper, scrap plastic or scrap textile, etc.].

- a) Identify whether the materials were delivered directly to the Site or were trans-shipped there from another intermediate delivery point. If applicable, describe each such delivery point.
- b) State whether any of the material was ever tested by your company and if so, whether the substances exhibited any of the characteristics of a hazardous waste identified in 35 Illinois Administrative Code 721, Subpart C or 40 C.F.R. § 261, Subpart C.
- c) Describe what was done to materials once they were brought to the Site, including any further processing of the materials.
- d) Provide any additional information and all documents that you believe are related to the type, nature and characteristics of the materials you sent to the Site.
- e) List the years in which your company sent materials to Chemetco and/or its broker(s) for recycling, processing, or disposal.

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**QUESTIONS AND REQUESTS FOR DOCUMENTS RELATED TO SCRAP METAL**

11. For the following questions which relate to transactions involving scrap metals, provide the requested information, and also provide copies of any documents that contain any information that is related to the response:
- a) Did a market exist for the scrap metal listed in your response to No. 10 above? If so, describe the nature of such a market at the time of the transaction (possible uses, possible consumers, etc.) and the source of the commercial specification grade (e.g., Institute of Scrap Recycling Industries, Inc. (ISRI), Department of Defense, or wherever your company would find the grade published).
  - b) What commercial specification grade did the scrap metal listed in your response to question No. 10 meet? Identify/list the commercial specification grades that each scrap metal identified in No. 9 (s/b no 10?) met.
  - c) At the time of the transaction(s) what was the intended disposition of the scrap metal listed in your response to question No. 10? Did this include burning as fuel, or for energy recovery, or incineration?
  - d) After sale, transfer, delivery, recycling, or disposal, what portion of the scrap metal listed in your response to question No. 10 was to be made available for use as a feedstock for manufacturing of new saleable products? Explain how the portion identified in this answer was derived or calculated.
  - e) Could the scrap metal listed in your response to question No. 10 have been used as a replacement or substitute for a virgin raw material? If so, provide details.
  - f) Could any products made from the scrap metal listed in your response to question No. 10 have been used as a replacement or substitute for a product made, in whole or in part, from a virgin raw material? If so, provide details.
  - g) Did your company melt the scrap metal listed in your response to question No. 10 before it was transported/delivered to the Site? If yes, describe the process used for melting the scrap metal.
  - h) Describe the source of or the process that produced the materials sent to the Site.

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12. Did any of the scrap material sent to the Site contain other material(s) incident to or adhering to the scrap? If so, describe in detail.

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13. Did any of the material sent to the Site contain wire or wiring? If so, was the wire's insulation first stripped before being shipped to or accepted at the Site, after being received at the Site, or was the wire not stripped?

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14. Did the material shipped include drums or shipping containers? If so, specify the generator of the drums or shipping containers, the capacity of such drums or containers and whether such containers ever contained liquid of any sort. If so, specify the type of liquid and whether such liquids contained wastes of any kind.

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15. Describe all efforts (i.e., Site visits) taken by your company to determine what would be done with the scrap metal identified in your response to question No. 10.

**PSC Metals is undertaking an investigation to enable it to fully answer the EPA's request for information in this matter. PSC Metals' investigation will require it to speak to numerous individuals and search for documents in various locations. In addition, PSC Metals sustained a flood in April of 2011 at its Nashville, Tennessee facility where many of the documents that could be responsive to this request were stored. The Company suspects that some of these documents may have been destroyed in the flood. The Company will supplement this response on or before May 25, 2012.**

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**QUESTIONS AND REQUEST FOR DOCUMENTS RELATED TO ELECTRICAL & ELECTRONIC EQUIPMENT**

16. For the following questions which relate to transactions involving electrical and electronic equipment (e.g., transformers, capacitors, white goods, computers, monitors, cables, circuit boards, or other electrical equipment), provide the requested information, and also provide copies of any documents that contain any information that is related to the response:

- a) List an estimated number of shipments of electrical and electronic equipment your company sent to the Site on an annual basis and list the years. In this list, include the type and quantity, volume and weight of electrical and electronic equipment sent.
- b) At the time of the transaction(s), what was the intended disposition of the electrical and electronic equipment listed in your response to question 15(a) (s/b 16(a)?). Did the intended disposition include burning as fuel or for energy recovery or incineration?

**PSC Metals is undertaking an investigation to enable it to fully answer the EPA's request for information in this matter. PSC Metals' investigation will require it to speak to numerous individuals and search for documents in various locations. In addition, PSC Metals sustained a flood in April of 2011 at its Nashville, Tennessee facility where many of the documents that could be responsive to this request were stored. The Company suspects that some of these documents may have been destroyed in the flood. The Company will supplement this response on or before May 25, 2012.**

17. With respect to waste or materials sent to the Site, at the time of the transactions, specify the measures you took to determine the actual means of treatment, disposal, recycling, or other uses of the material. Provide information you had and any documents relating to treatment, recycling and disposal practice of Chemetco at the Site. What assurance, if any, were you given by the owner/operator of the Site regarding the proper handling and ultimate disposition of the materials you sent there, as well as its compliance with applicable environmental laws? Include in your response any correspondence to and from Chemetco relating to this topic and dates the measure were taken or assurance were given.

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18. What efforts and when, if any, did you take to investigate the nature of the operations conducted at the Site and the environmental compliance of the Site prior to selling, transferring, delivering, disposing of, trading, or arranging for the treatment, recycling, or disposal of any materials?

**PSC Metals is undertaking an investigation to enable it to fully answer the EPA's request for information in this matter. PSC Metals' investigation will require it to speak to numerous**

**Initial Response of PSC Metals, Inc. (formerly Philip Metals, Inc.) to General Notice and Information Request for the Chemetco Superfund Site in Hartford, Illinois, submitted May 4, 2012**

individuals and search for documents in various locations. In addition, PSC Metals sustained a flood in April of 2011 at its Nashville, Tennessee facility where many of the documents that could be responsive to this request were stored. The Company suspects that some of these documents may have been destroyed in the flood. The Company will supplement this response on or before May 25, 2012.

19. Provide all information in your possession that shows that you were in compliance with applicable federal environmental regulations or standards regarding the recycling of materials, particularly Section 127 of CERCLA, 42 U.S.C. § 9627, sent to the Chemetco Site.

PSC Metals is undertaking an investigation to enable it to fully answer the EPA's request for information in this matter. PSC Metals' investigation will require it to speak to numerous individuals and search for documents in various locations. In addition, PSC Metals sustained a flood in April of 2011 at its Nashville, Tennessee facility where many of the documents that could be responsive to this request were stored. The Company suspects that some of these documents may have been destroyed in the flood. The Company will supplement this response on or before May 25, 2012.

20. Provide all information in your possession that shows that you were in compliance with applicable federal environmental regulations or standards regarding scrap metal promulgated under Resource Conservation and Recovery Act (RCRA).

PSC Metals is undertaking an investigation to enable it to fully answer the EPA's request for information in this matter. PSC Metals' investigation will require it to speak to numerous individuals and search for documents in various locations. In addition, PSC Metals sustained a flood in April of 2011 at its Nashville, Tennessee facility where many of the documents that could be responsive to this request were stored. The Company suspects that some of these documents may have been destroyed in the flood. The Company will supplement this response on or before May 25, 2012.

21. Provide all RCRA Identification Numbers issued to Respondent by EPA or a state for Respondent's operations.

PSC Metals is undertaking an investigation to enable it to fully answer the EPA's request for information in this matter. PSC Metals' investigation will require it to speak to numerous individuals and search for documents in various locations. In addition, PSC Metals sustained a flood in April of 2011 at its Nashville, Tennessee facility where many of the documents that could be responsive to this request were stored. The Company suspects that some of these documents may have been destroyed in the flood. The Company will supplement this response on or before May 25, 2012.

22. List all federal and state environmental laws and regulations under which Respondent has reported to federal or state governments, including but not limited to: Toxic Substances Control Act, 15 U.S.C. Section 2601 *et seq.*, (TSCA); Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Section 1101 *et seq.*, (EPCRA); and the Clean Water Act (the Water Pollution Prevention and Control Act), 33 U.S.C. Sections 1251 *et seq.*

**Initial Response of PSC Metals, Inc. (formerly Philip Metals, Inc.) to General Notice and Information Request for the Chemetco Superfund Site in Hartford, Illinois, submitted May 4, 2012**

PSC Metals is undertaking an investigation to enable it to fully answer the EPA's request for information in this matter. PSC Metals' investigation will require it to speak to numerous individuals and search for documents in various locations. In addition, PSC Metals sustained a flood in April of 2011 at its Nashville, Tennessee facility where many of the documents that could be responsive to this request were stored. The Company suspects that some of these documents may have been destroyed in the flood. The Company will supplement this response on or before May 25, 2012.

23. Identify the federal and state offices to which such information was sent. State the years during which such information was sent/filed.

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24. If you have reason to believe that there may be persons able to provide a more detailed or complete response to any question contained herein or who may be able to provide additional responsive documents, identify such persons and the additional information or documents that they may have.

PSC Metals is undertaking an investigation to enable it to fully answer the EPA's request for information in this matter. PSC Metals' investigation will require it to speak to numerous individuals and search for documents in various locations. In addition, PSC Metals sustained a flood in April of 2011 at its Nashville, Tennessee facility where many of the documents that could be responsive to this request were stored. The Company suspects that some of these documents may have been destroyed in the flood. The Company will supplement this response on or before May 25, 2012.

25. If any of the documents solicited in this information request are no longer available, please indicate the reason why they are no longer available. For each and every question contained herein, if information or documents responsive to this Information Request are not in your possession, custody or control, then identify the persons from who such information or documents may be obtained. If the records were destroyed, provide us with the following:

- a) The document retention policy between 1970 and 2001;
- b) A description of how the records were destroyed (burned, trashed, etc.) and the approximate date of destruction;
- c) A description of the type of information that would have been contained in the documents;
- d) The name, job title and most current address known by you of the person(s) who would have produced these documents, the person(s) who would have been responsible for the retention of

**Initial Response of PSC Metals, Inc. (formerly Philip Metals, Inc.) to General Notice and Information Request for the Chemetco Superfund Site in Hartford, Illinois, submitted May 4, 2012**

these documents; the person(s) who would have been responsible for the destruction of these documents; and the person(s) who had and/or still may have the originals or copies of these documents; and

- e) The names and most current address of any person(s) who may possess documents relevant to this inquiry.

**PSC Metals is undertaking an investigation to enable it to fully answer the EPA's request for information in this matter. PSC Metals' investigation will require it to speak to numerous individuals and search for documents in various locations. In addition, PSC Metals sustained a flood in April of 2011 at its Nashville, Tennessee facility where many of the documents that could be responsive to this request were stored. The Company suspects that some of these documents may have been destroyed in the flood. The Company will supplement this response on or before May 25, 2012.**

26. Please state the name, title and address of each individual who assisted or was consulted in the preparation of the response to this information request.

**PSC Metals is undertaking an investigation to enable it to fully answer the EPA's request for information in this matter. PSC Metals' investigation will require it to speak to numerous individuals and search for documents in various locations. In addition, PSC Metals sustained a flood in April of 2011 at its Nashville, Tennessee facility where many of the documents that could be responsive to this request were stored. The Company suspects that some of these documents may have been destroyed in the flood. The Company will supplement this response on or before May 25, 2012.**



—PSC METALS, INC.—

**Joseph D. King**  
*Vice President,  
General Counsel and Secretary*

May 25, 2012

**VIA FEDERAL EXPRESS AND ELECTRONIC DELIVERY**

Ms. Michelle Kerr  
Remedial Response Branch #1  
Superfund Division  
United States Environmental Protection Agency  
Region 5  
77 West Jackson Blvd.  
Chicago, IL 60604-3590

**RE: Interim Response of PSC Metals, Inc. (formerly Philips Metals, Inc.) to General Notice and Information Request for the Chemetco Superfund Site in Hartford, Illinois**

Dear Ms. Kerr:

PSC Metals, Inc. and its subsidiaries ("PSC Metals") submit this letter and the enclosed revised Information Request to supplement our submission dated May 4, 2012. PSC Metals continues to investigate this matter to identify information related to PSC Metals involvement with the Chemetco Superfund Site (the "Site"). To date, numerous individuals have been interviewed and a volume of documents in various locations have been reviewed. Please note that we have not yet completed our search for documents and anticipate that we will provide you additional documents and information as provided for in this letter.

PSC Metals liability for the Site was discharged pursuant to Chapter 11 of the United States Bankruptcy Code. On December 31, 2003, PSC Metals emerged as the reorganized entity from the bankruptcy of Philip Services Corporation and its affiliates. See Case No. 03-37718-H2-11, In re Philip Services Corporation, et al. In accordance with the Bankruptcy Code and the confirmation order confirming the reorganization, claims against PSC Metals arising prior to the 2003 bankruptcy are barred. In the present case, EPA was aware that significant environmental contamination was present at the Site prior to the bankruptcy. Notably, remedial investigations and remedial activities were conducted at the Site as early as 1996. In 2001, almost two years prior to effective date of the confirmation order, the Site was shut down and access to the area was restricted. EPA, therefore, had sufficient information to give rise to a claim for purposes of bankruptcy. Consequently, any claims for response costs at the Site arose prior to the bankruptcy and were discharged.

Our analysis indicates that PSC Metals involvement with the Site was limited to selling scrap metal to Chemetco for recycling. PSC Metals actions constitute a bona fide arrangement for the recycling of recyclable materials. Consequently, pursuant to 42 U.S.C. § 9627, the Superfund Recycling Equity Act of 1999 ("SREA"), PSC Metals is not subject to liability for the shipment of scrap metal to the Site under Section 9607(a)(3) or (a)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act.

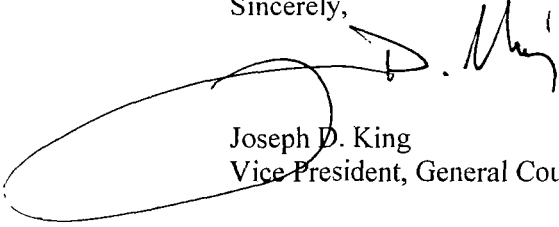




May 25, 2012  
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Notwithstanding that PSC Metals is not subject to liability for the Site, PSC Metals anticipates providing additional information, to the extent it becomes available, to EPA by the end of June. If you have any further questions, please do not hesitate to contact me at 440-753-5390.

Sincerely,



Joseph D. King  
Vice President, General Counsel

/enclosures

cc: Ms. Joan Tanaka, Chief  
Remedial Response Branch #1  
Superfund Division  
United States Environmental Protection Agency

Mr. Tom Martin, Esq., EPA  
Mr. Steven Forystek



Enclosure 7  
**SUPPLEMENTAL RESPONSE TO INFORMATION REQUEST**

**PSC METALS, INC.**  
**MAY 25, 2012**

**NOTES:**

- A. *PSC Metals, Inc.'s ("PSC Metals ") environmental liability for the Chemetco Site (the "Site") was discharged pursuant to Chapter 11 of the United States Bankruptcy Code ("Bankruptcy Code"). On June 2, 2003, Philip Services Corporation and its affiliates, the entities which sent scrap metal to the Site, filed petitions for relief under Chapter 11 with the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "Bankruptcy Court"). EPA and the Department of Justice were actively involved in the proceeding, identified as Case No. 03-37718-H2-11, In re Philip Services Corporation, et al. EPA filed proofs of claims for a number of sites totaling millions of dollars and negotiated with debtors to resolve environmental claims. On December 10, 2003, the Bankruptcy Court issued a confirmation order confirming the reorganization plan (the "Confirmation Order," attached as **Appendix A**). PSC Metals is the reorganized entity that emerged from the bankruptcy proceeding as of the effective date of the Confirmation Order, December 31, 2003. Paragraph 3(a) of the Confirmation Order states that claims arising prior to the effective date are prohibited unless otherwise exempted from discharge. Further, the Bankruptcy Code states that "the confirmation of plan . . . discharges the debtor from any debt that arose before the date of such confirmation . . ." 11 U.S.C. § 1141(d)(1) (emphasis added).*

*Here, any cause of action by EPA or a third party to recover environmental costs for the Site is a claim that arose prior to the bankruptcy and was, therefore, discharged. Claims for reimbursement of environmental costs are "claims" as defined in Section 101(5) of the Bankruptcy Code. In addition, remedial investigation and remedial activities were conducted at the Site as early as 1996. In 2001, almost two years prior to effective date of the Confirmation Order, the Site was shut down and access to the area was restricted. EPA, therefore, had sufficient information to give rise to a claim or contingent claim for purposes of the bankruptcy. Consequently, any claims for response costs at the Site arose pre-petition and were discharged by the Confirmation Order.*

- B. *PSC Metals intends to supplement this response as it has not yet completely reviewed all of its potential locations for documents or other information regarding EPA's request for information.*

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1. Provide the following information about your company ("Respondent").

- (a) The complete and correct legal name of your company.

**PSC Metals, Inc.**

- (b) The name(s) and address(es) of the President and the Chairman of the Board, or other presiding officer of the company.

**David N. Spector, President**  
**5875 Landerbrook Drive., Suite 200**  
**Mayfield Hts., OH 44124**

**SungHwan Cho, Chairman of the Board**  
**767 Fifth Avenue**  
**New York, NY 10153**

- (c) The state of incorporation of the company and the company's agents for service.

**Incorporated in the State of Ohio**

**Service Agent is Corporation Service Company (CSC-Lawyers Incorporating Service)**

- (d) The name(s) of all subsidiaries, affiliates, or parent companies to your company.

**Icahn Enterprises, L.P. (Parent)**

**PSC Metals, Inc. subsidiaries:**

**M W Recycling, LLC**

**TAP USA, LLC**

**PSC Metals - Mitco, LLC**

**PSC Metals - Columbus, LLC**

**PSC Metals - Knoxville, LLC**

**PSC Metals - Joyce, LLC**

**PSC Metals - CAW, LLC**

**PSC Metals - Alliance, LLC**

**PSC Metals - Elyria, LLC**

**PSC Metals - Garn, LLC**

**PSC Metals - Aliquippa, LLC**

**PSC Metals - Wooster, LLC**

**PSC Metals - Metallics, LLC**

**PSC Metals - Akron, LLC**

**PSC Metals - New York, LLC**

**PSC Metals - D&L, LLC**

**CAPPCO Tubular Products USA, LLC**

- (e) The state of Incorporation and agents for service of process in the state of incorporation.

**See response to question 1(c) above.**

- (f) The status of all subsidiaries, affiliates, or parent company to your company.

**Active**

2. Describe and provide any documents related to your company's business activities which resulted in sending material to Chemetco.

**PSC Metals sold at least 4,900,000 pounds of scrap metal for recycling to Chemetco from November 1993 to September 2001. The scrap metal was sent from several PSC Metals' locations. Please see the attached spreadsheet (Appendix B). This spreadsheet was derived from PSC Metals' computer system, and we believe only recognizes certain locations of PSC Metals. We are reviewing information related to the computer system to supplement this spreadsheet.**

**Based on interviews of a former employee, PSC Metals believes the following types of scrap metal were sold to Chemetco: number 2 copper, light copper, mixed unsweated automobile radiators, shredded electric motors, and yellow brass scrap. PSC Metals is currently reviewing records to verify the grades of scrap metal sent to Chemetco and to identify any documents related to its sale of scrap metal to Chemetco. A number of documents were destroyed during a flood in Nashville, Tennessee in May 2010. (Please note that this date was incorrect in our prior response.)**

3. Describe and provide any documents related to your company's role at the Site, including what duties/involvement your company had at the Site.

**PSC Metals had no role at the Site. The scrap metal sold to Chemetco was delivered to Chemetco by common carriers and recycled by Chemetco.**

4. If the nature or size of Respondent's activities in relation to Chemetco changed over time, describe those changes and the dates they occurred.

**Please see the attached spreadsheet (Appendix B) which shows PSC Metals' deliveries of scrap metal to Chemetco. The spreadsheet indicates that the deliveries varied over time.**

5. For each type of waste or material used in Respondent's operations, describe and provide documents relating to Respondent's contracts, agreement, or other arrangements for its disposal, treatment, trading, or recycling with Chemetco, including but not limited to whether Respondent controlled where waste sent to Chemetco warehouses was ultimately processed/recycled.

**PSC Metals is currently reviewing records to identify any documents related to its sale of scrap metal to Chemetco. Based on an interview of a former employee, PSC Metals believes that the different types of scrap metal (number 2 copper, light copper, mixed unsweated automobile radiators, shredded electric motors, and yellow brass scrap) were shipped by common carrier from PSC Metals' facilities to Chemetco for recycling. The volume of scrap metal sent to Chemetco during any given period was based on the market price for the scrap metal commodities. PSC Metals believes that Chemetco issued purchase orders to complete the purchase of scrap metal from PSC Metals. Once the scrap metal was sold to Chemetco and it left PSC Metals' facilities, PSC Metals did not have any control over where the scrap metal was recycled.**

6. If not already provided, specify the dates and circumstances when Respondent's waste or material was taken to the Site, and identify the companies or individuals who brought Respondent's waste/material to the Site. Provide any documents which support or memorialize your response.

**PSC Metals sold and had shipped to Chemetco scrap metal between 1993 and 2001. Please see the spreadsheet attached as Appendix B. The amount of scrap metal sold to Chemetco was driven by several business factors, including the market price for scrap metal, Chemetco demand, availability of PSC Metals' supply, and credit risk. Scrap metal sold by PSC Metals to Chemetco was delivered using common carriers. PSC Metals has been unable to locate documents relating to which common carriers were used.**

7. Were transactions between your company and Chemetco and specifically the Site: 1) an outright sale; 2) subject to a written or verbal "tolling" agreement between the companies; or 3) reflected the "banking" of the transacted material in a metal account at the request of your company for return or other disposition at a later date?

**The sale of scrap metal by PSC Metals to Chemetco was an outright sale.**

8. Did your company have any influence over waste disposal or recycling activities at the Site? If so, how?

**PSC Metals had no influence over the recycling activities conducted at the Site.**

9. Was any shipment of material sent to the Site by Respondent ever refused and/or returned? If so, describe this event in detail, including its cause and outcome.

**PSC Metals has not identified any information regarding the refusal of any shipment of scrap metal sent by PSC Metals to Chemetco.**

10. Describe in detail the types of material that you sent for recycling, processing, or disposal at the Site. In your response, please also give the generic name of each type of materials shipped to the Site [e.g., scrap metal (including scrap automobiles), batteries, electronics, scrap paper, scrap plastic or scrap textile, etc.].

**Based on available information, PSC Metals believes that PSC Metals sold the following scrap metals to Chemetco: number 2 copper, light copper, mixed unsweated automobile radiators, shredded electric motors, and yellow brass scrap.**

- a) Identify whether the materials were delivered directly to the Site or were trans-shipped there from another intermediate delivery point. If applicable, describe each such delivery point.

**The scrap metal sold by PSC Metals to Chemetco was delivered directly to the Chemetco site by common carrier.**

- b) State whether any of the material was ever tested by your company and if so, whether the substances exhibited any of the characteristics of a hazardous waste identified in 35 Illinois Administrative Code 721, Subpart C or 40 C.F.R. § 261, Subpart C.

**Based on available information, PSC Metals did not conduct testing of the scrap metal sent to Chemetco. PSC Metals believes, based on its knowledge of the scrap metal processed at its facilities, that none of the scrap metal sent to Chemetco was hazardous waste.**

- c) Describe what was done to materials once they were brought to the Site, including any further processing of the materials.

**PSC Metals has no specific knowledge of what exactly was done to the scrap metals shipped to the Site by PSC Metals. However, PSC Metals believes that Chemetco primarily sorted and smelted the scrap metals that Chemetco purchased from companies such as PSC Metals. PSC Metals believes Chemetco then sold the processed metal.**

- d) Provide any additional information and all documents that you believe are related to the type, nature and characteristics of the materials you sent to the Site.

**The commercial specifications for number 2 copper, light copper, mixed unsweated automobile radiators, shredded electric motors, and yellow brass scrap are described in the Institute of Scrap Recycling Industries, Inc.'s Scrap Specifications Circular 2012, attached as Appendix C. PSC Metals believes that the specifications contained in the 2012 circular are substantially the same as the specifications in effect in 1993 through 2001.**

- e) List the years in which your company sent materials to Chemetco and/or its broker(s) for recycling, processing, or disposal.

**PSC Metals sold scrap metal for recycling to Chemetco from November 1993 to September 2001. Please see the spreadsheet attached as Appendix B.**

## **QUESTIONS AND REQUESTS FOR DOCUMENTS RELATED TO SCRAP METAL**

11. For the following questions which relate to transactions involving scrap metals, provide the requested information, and also provide copies of any documents that contain any information that is related to the response:

- a) Did a market exist for the scrap metal listed in your response to No. 10 above? If so, describe the nature of such a market at the time of the transaction (possible uses, possible consumers, etc.) and the source of the commercial specification grade (e.g., Institute of Scrap Recycling Industries, Inc. (ISRI), Department of Defense, or wherever your company would find the grade published).

**Yes. A market existed for the scrap metal sold by PSC Metals to Chemetco. Consumers, including copper smelters such as Chemetco, would have purchased the scrap metal for processing and resale. The commercial specifications for number 2 copper, light copper, mixed unsweated automobile radiators, shredded electric motors, and yellow brass scrap are described in the Institute of Scrap Recycling Industries, Inc.'s Scrap Specifications Circular 2012, attached as Appendix C. This scrap metal would have been used as a replacement for virgin copper and other metals.**

- b) What commercial specification grade did the scrap metal listed in your response to question No. 10 meet? Identify/list the commercial specification grades that each scrap metal identified in No. 9 (s/b no 10?) met.

**The scrap metal shipped by PSC Metals to Chemetco satisfied the commercial specification grades for number 2 copper, light copper, mixed unsweated automobile radiators, shredded electric motors, and yellow brass scrap as described in the Institute of Scrap Recycling Industries, Inc.'s Scrap Specifications Circular 2012, attached as Appendix C. PSC Metals believes that the specifications contained in the 2012 circular are substantially the same as the specifications in effect in 1993 through 2001.**

- c) At the time of the transaction(s) what was the intended disposition of the scrap metal listed in your response to question No. 10? Did this include burning as fuel, or for energy recovery, or incineration?

**Chemetco was a secondary copper smelter. PSC Metals believed that Chemetco recycled the scrap metal. PSC Metals did not have any information that would lead it to believe that the scrap metal would be burned as fuel or for energy recovery or incinerated.**

- d) After sale, transfer, delivery, recycling, or disposal, what portion of the scrap metal listed in your response to question No. 10 was to be made available for use as a feedstock for manufacturing of new saleable products? Explain how the portion identified in this answer was derived or calculated.

**PSC Metals believes 100% of the scrap metal sold for recycling to Chemetco would be available for use as a feedstock for manufacturing of new saleable products. The scrap metal sold by PSC Metals to Chemetco, to the best of PSC Metals' knowledge, met the applicable commercial specifications. Consequently, Chemetco's recycling process would result in substantially all of the scrap metal being converted to raw material feedstock.**

- e) Could the scrap metal listed in your response to question No. 10 have been used as a replacement or substitute for a virgin raw material? If so, provide details.

**Yes. The scrap metal sold by PSC Metals to Chemetco could be used as a substitute for virgin raw materials. The process of recovering metals such as copper and aluminum from scrap metal is similar to that used to extract these metals from virgin raw materials. The scrap metals sold by PSC Metals to Chemetco were used as a substitute for virgin raw materials.**

- f) Could any products made from the scrap metal listed in your response to question No. 10 have been used as a replacement or substitute for a product made, in whole or in part, from a virgin raw material? If so, provide details.

**Yes. Copper and aluminum recycled from scrap metal could be used as a replacement for virgin raw materials. Examples of products made from these re-melted raw materials include new copper tubing, new brass valves and fittings, new automobile radiators, windings for new electric motors and numerous other products. Virtually any product that can be made from virgin raw materials can be made from these re-melted raw materials.**

- g) Did your company melt the scrap metal listed in your response to question No. 10 before it was transported/delivered to the Site? If yes, describe the process used for melting the scrap metal.

**PSC Metals did not melt the scrap metal sold to Chemetco prior to shipping the scrap metal to the Site.**

- h) Describe the source of or the process that produced the materials sent to the Site.

**PSC Metals purchases quantities of copper and brass from both individuals (scrap peddlers) and businesses (industrial accounts). PSC Metals grades, sorts, and mechanically cleans (e.g. removing radiator ends, shearing off pipe fittings, etc.). PSC Metals then prepares the scrap metal (e.g. baling, direct loading, etc.) for shipment to facilities for recycling. The scrap metal sold to Chemetco substantially met the commercial specifications for number 2 copper, light copper, mixed unsweated automobile radiators, shredded electric motors, and yellow brass scrap as described in the Institute of Scrap Recycling Industries, Inc.'s Scrap Specifications Circular 2012, attached as Appendix C.**

12. Did any of the scrap material sent to the Site contain other material(s) incident to or adhering to the scrap? If so, describe in detail.

**No. To the best of PSC Metal's knowledge, the scrap metal sold to Chemetco substantially met the commercial specifications for number 2 copper, light copper, mixed unsweated automobile radiators, shredded electric motors, and yellow brass scrap and did not contain other material.**

13. Did any of the material sent to the Site contain wire or wiring? If so, was the wire's insulation first stripped before being shipped to or accepted at the Site, after being received at the Site, or was the wire not stripped?

**Other than electric motors with wound bare copper wires, PSC Metals does not have any documents indicating that the scrap metal sold by PSC Metals to Chemetco contained wire or wiring. Interviews with a former employee indicated that some wiring, insulated and non-insulated, may have been sold to Chemetco for recycling. PSC Metals does not know if Chemetco stripped the insulation from any insulated wire.**



14. Did the material shipped include drums or shipping containers? If so, specify the generator of the drums or shipping containers, the capacity of such drums or containers and whether such containers ever contained liquid of any sort. If so, specify the type of liquid and whether such liquids contained wastes of any kind.

**PSC Metals has not identified any documents indicating that the scrap metal sold by PSC Metals contained drums or shipping containers. PSC Metals may have shipped scrap metal to the Chemetco site in Gaylord boxes, bales, and drums. PSC Metals is unsure of the generators of any drums used to ship scrap metal to Chemetco. Under PSC Metals Inbound Scrap Quality Program (included as Appendix D), PSC Metals does not accept drums unless they have been cleaned and purged. Consequently, any drums used by PSC Metals likely did not contain liquids or wastes. Please note that the attached Inbound Scrap Quality Program is dated June 2011; however, the policy is substantially identical to the policy in effect at the time PSC Metals sold scrap metal to Chemetco.**

15. Describe all efforts (i.e., Site visits) taken by your company to determine what would be done with the scrap metal identified in your response to question No. 10.

**PSC Metals was and is an active participant in the scrap metals industry. PSC Metals used industry resources and business relationships to stay apprised of the activities of competitors, vendors, and consumers in the market. Consequently, PSC Metals generally understood the capabilities and compliance records of the market participants and how they processed scrap metals. Specifically with regard to Chemetco, PSC Metals visited and audited the Site on July 27, 2000. The site audit report is included as Appendix E. In addition, PSC Metals acquired information on the Site's compliance status through a report from the Institute of Scrap Recycling Industries, Inc. The report, entitled "Superfund Recycling Act Summary Report" and updated as of July 21, 1998, includes information from the Illinois EPA and stated that Chemetco was "not a significant violator." The report is attached as Appendix F.**

## **QUESTIONS AND REQUEST FOR DOCUMENTS RELATED TO ELECTRICAL & ELECTRONIC EQUIPMENT**

16. For the following questions which relate to transactions involving electrical and electronic equipment (e.g., transformers, capacitors, white goods, computers, monitors, cables, circuit boards, or other electrical equipment), provide the requested information, and also provide copies of any documents that contain any information that is related to the response:

- a) List an estimated number of shipments of electrical and electronic equipment your company sent to the Site on an annual basis and list the years. In this list, include the type and quantity, volume and weight of electrical and electronic equipment sent.

**None. PSC Metals does not believe it sent electronic equipment, transformers, or cables to Chemetco.**

- b) At the time of the transaction(s), what was the intended disposition of the electrical and electronic equipment listed in your response to question 15(a) (s/b 16(a)?). Did the intended disposition include burning as fuel or for energy recovery or incineration?

**Not Applicable**

17. With respect to waste or materials sent to the Site, at the time of the transactions, specify the measures you took to determine the actual means of treatment, disposal, recycling, or other uses of the material. Provide information you had and any documents relating to treatment, recycling and disposal practice of Chemetco at the Site. What assurance, if any, were you given by the owner/operator of the Site regarding the proper handling and ultimate disposition of the materials you sent there, as well as its compliance with applicable environmental laws? Include in your response any correspondence to and from Chemetco relating to this topic and dates the measure were taken or assurance were given.

**PSC Metals was and is an active participant in the scrap metals industry. PSC Metals used industry resources and business relationships to stay apprised of the activities of competitors, vendors, and consumers in the market. Consequently, PSC Metals generally understood the capabilities and compliance records of the market participants and how they processed scrap metals. Specifically with regard to Chemetco, PSC Metals visited and audited the Site on July 27, 2000. The site audit report is included as Appendix E. During the audit, Chemetco Environmental Manager Heather Young provided a summary of Chemetco's recycling process. Ms. Young's business card is included as Appendix G. According to Chemetco, Chemetco received various scrap metals containing copper and melted the metals to produce recycled copper, which was resold as a replacement for virgin raw material. During the audit, Chemetco's compliance history for the Site was reviewed, including air permitting, stormwater permitting, and waste storage at the Site. During the audit, Chemetco provided verbal assurance that it was in compliance with applicable regulations and that it was working with the Illinois Environmental Protection Agency to remediate environmental impacts arising from its operation.**

18. What efforts and when, if any, did you take to investigate the nature of the operations conducted at the Site and the environmental compliance of the Site prior to selling, transferring, delivering, disposing of, trading, or arranging for the treatment, recycling, or disposal of any materials?

**PSC Metals was and is an active participant in the scrap metals industry. PSC Metals used industry resources and business relationships to stay apprised of the activities of competitors, vendors, and consumers in the market. Consequently, PSC Metals generally**

**understood the capabilities and compliance records of the market participants, including Chemetco, and how they processed scrap metals.**

19. Provide all information in your possession that shows that you were in compliance with applicable federal environmental regulations or standards regarding the recycling of materials, particularly Section 127 of CERCLA, 42 U.S.C. § 9627, sent to the Chemetco Site.

**PSC Metals has a very strong compliance history and has developed internal policies and audit procedures to ensure that PSC Metals operates in accordance with applicable environmental regulations and recycling standards.**

**Importantly, PSC Metals is exempt from liability for response costs at the Site under the Superfund Recycling Equity Act of 1999, 42 U.S.C. § 9627 ("SREA"), which was intended to promote recycling and conservation of natural resources. PSC Metals' involvement with the Site falls squarely within the liability protection offered by SREA because PSC Metals arranged for the recycling of scrap metals at the Site. PSC Metals can demonstrate by a preponderance of the evidence that at the time PSC Metals sent scrap metal to the Site: 1) the scrap metal met the applicable commercial grade specifications, including, for example, the Institute for Scrap Recycling Industries, Inc.'s "Scrap Specifications Circular"; 2) a market for the scrap metal existing as illustrated by pricing information available from American Metal Market and other sources; 3) a substantial portion of the scrap metal was processed by Chemetco and made available for feedstock for a new product, in particular copper cathodes and anodes; 4) the scrap metal, including copper and brass, could have replaced or been substituted for virgin raw metal; 5) PSC Metals exercised reasonable care to determine that Chemetco operated in compliance with substantive environmental laws and regulations; 6) PSC Metals was in compliance with applicable regulations and standards regarding its scrap metal recycling activities; and 7) PSC Metals did not melt, or even have the equipment to melt, the scrap metal prior to shipment to the Site.**

**In addition, PSC Metals' shipments of scrap metal to the Site do not fall within any of the express exclusions to the limitation of liability under 42 U.S.C. § 9627(f). Specifically, PSC Metals had no objectively reasonable basis to believe that the scrap metal would not be recycled, that it would be burned or incinerated, or that Chemetco was not in compliance with environmental laws or regulations. Furthermore, PSC Metals had no reason to believe Chemetco added hazardous materials to the scrap metal. Finally, PSC Metals exercised reasonable care in managing its scrap metal activities. Given that PSC Metals' operations and shipments of scrap metal to the Site satisfy the criteria established by SREA and are not subject to any of the express exclusions, SREA precludes liability under § 9607(a)(3) or (a)(4) from attaching to PSC Metals.**

20. Provide all information in your possession that shows that you were in compliance with applicable federal environmental regulations or standards regarding scrap metal promulgated under Resource Conservation and Recovery Act (RCRA).

**Under 40 CFR 261.4(a)(13), scrap metal that is being recycled is exempt from the definition of solid waste and is, therefore, not subject to RCRA Subtitle C regulation.**

21. Provide all RCRA Identification Numbers issued to Respondent by EPA or a state for Respondent's operations.

Location	EPA ID#
Ashland, VA	VAD980830368
Aurora, IL	ILD984903336
Beaver Falls, PA	PAD082247230
Birmingham, AL	ALD067140061
Canton (NF), OH	OHR000039529
Chattanooga (W19), TN	TNR000030122
Ecorse, MI	MID147356133
Elyria, OH	OHR000124271
Festus, MO	MON000706345
Knoxville (Central), TN	TND063187496
Knoxville (Rich), TN	TND034699686
Nashville, TN	TND990658171
Nashville, TN	TND008943995
Navarre, OH (Warm. Road)	OHR000155788
Orangeburg, NY	NYR000045690
Painesville, OH	OHD144226990
Slippery Rock, PA	PAR000528158
Syracuse, NY (Wabash)	NYD006977086
Warrenton, MO	MOD160849998
Wooster, OH	OHD987045861
Youngstown, OH	OHR000157099

22. List all federal and state environmental laws and regulations under which Respondent has reported to federal or state governments, including but not limited to: Toxic Substances Control Act, 15 U.S.C. Section 2601 *et seq.*, (TSCA); Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Section 1101 *et seq.*, (EPCRA); and the Clean Water Act (the Water Pollution Prevention and Control Act), 33 U.S.C. Sections 1251 *et seq.*
- TSCA
  - EPCRA
  - CWA
  - CAA

23. Identify the federal and state offices to which such information was sent. State the years during which such information was sent/filed.

PSC Metals operates at 55 locations in 11 states and sends information to many federal and state offices. A list of offices to which PSC Metals sent information would be dozens of pages. We would like to discuss with EPA the narrowing or focusing of this request.

24. If you have reason to believe that there may be persons able to provide a more detailed or complete response to any question contained herein or who may be able to provide additional responsive documents, identify such persons and the additional information or documents that they may have.

**PSC Metals has contacted the persons it believes may have information responsive to the questions contained herein. Their names are included in our response to (26).**

25. If any of the documents solicited in this information request are no longer available, please indicate the reason why they are no longer available. For each and every question contained herein, if information or documents responsive to this Information Request are not in your possession, custody or control, then identify the persons from who such information or documents may be obtained. If the records were destroyed, provide us with the following:

**The documents destroyed by flooding in May 2010 at PSC Metals' location in Nashville, Tennessee are no longer available. PSC Metals is currently reviewing records at its other locations to identify any additional relevant documents.**

- a) The document retention policy between 1970 and 2001;  
**PSC Metals did not have a document retention policy between 1970 and 2001.**
- b) A description of how the records were destroyed (burned, trashed, etc.) and the approximate date of destruction;  
**The records were destroyed in the flood that occurred in Nashville, Tennessee on May 1 and 2, 2010. PSC Metals is currently reviewing records at its other locations to identify any additional relevant documents.**
- c) A description of the type of information that would have been contained in the documents;  
**Purchase orders and records of sale.**
- d) The name, job title and most current address known by you of the person(s) who would have produced these documents, the person(s) who would have been responsible for the retention of these documents; the person(s) who would have been responsible for the destruction of these documents; and the person(s) who had and/or still may have the originals or copies of these documents; and  
**Judy Minchey – current PSC Metals Nashville employee  
Linn Thomas – current PSC Metals Nashville employee**
- e) The names and most current address of any person(s) who may possess documents relevant to this inquiry.  
**The documents from PSC Metals' Nashville location were either destroyed or unreadable.**

26. Please state the name, title and address of each individual who assisted or was consulted in the preparation of the response to this information request.

**The following individuals provided information in the preparation of this response:**

**Steve Forystek  
Director, Health Safety Environment & Transportation (HSET)  
PSC Metals, Inc.  
5875 Landerbrook Drive, Suite 200  
Mayfield Heights, OH 44124**

**Joseph King**  
**Vice President, General Counsel**  
**PSC Metals, Inc.**  
**5875 Landerbrook Drive, Suite 200**  
**Mayfield Heights, OH 44124**

**Troy Blanton**  
**Vice President, Buying**  
**Southern Region**  
**PSC Metals, Inc.**  
**710 South First Street**  
**Nashville, TN 37213**

**Judy Minchey**  
**Clerk**  
**PSC Metals, Inc.**  
**710 South First Street**  
**Nashville, TN 37213**

**Craig Irwin**  
**Controller**  
**PSC Metals, Inc.**  
**710 South First Street**  
**Nashville, TN 37213**

**Linn Thomas**  
**HSET Advisor**  
**PSC Metals, Inc.**  
**710 South First Street**  
**Nashville, TN 37213**

**Steve Nedelman**  
**Former PSC Metals employee (Scrap Buyer)**  
**Phone – 615-517-1408**

# Appendix A

2003 Bankruptcy Order

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

In re:

PHILIP SERVICES CORPORATION, *et al.*

Debtors.

§  
§  
§  
§  
§

Jointly Admin. Under Case No. 03-37718-H2-11

(Chapter 11)

**ORDER CONFIRMING SECOND AMENDED AND RESTATED  
JOINT PLAN OF REORGANIZATION  
UNDER CHAPTER 11 OF THE UNITED STATES BANKRUPTCY CODE**

Philip Services Corporation as debtor-in-possession and the other debtors-in-possession (collectively, the "Debtors")<sup>1</sup> in these jointly administered cases (collectively, the "Cases") having proposed and filed their Second Amended and Restated Joint Plan of Reorganization Under Chapter 11 of the United States Bankruptcy Code (as amended herein, the "Plan")<sup>2</sup> with High River Limited Partnership as an additional plan sponsor (the "Plan Sponsor" and, together with the Debtors, the "Plan Proponents"); a confirmation hearing on the Plan having been held by the Court beginning on November 24, 2003 (the "Confirmation Hearing"); all objections to

<sup>1</sup> The Debtors in Bankr. Case Nos. 03-37718-H2-11 through 03-37772-H2-11 are: Philip Services Corporation; Philip Metals (New York), Inc.; PSC Metals, Inc.; Capped Tubular Products USA, Inc.; 21st Century Environmental Management, Inc. of Nevada; 21st Century Environmental Management, Inc. of Rhode Island; Allwaste Tank Cleaning, Inc.; Allworth, Inc.; Burlington Environmental Inc.; Chem-Freight, Inc.; Chemical Reclamation Services, Inc.; Chemical Pollution Control, Inc. of Florida-A 21st Century Environmental Management Company; Chemical Pollution Control, Inc. of New York-A 21st Century Environmental Management Company; Cousins Waste Control Corporation; Cyanokem Inc.; Luntz Acquisition (Delaware) Corporation; Northland Environmental, Inc.; Nortru, Inc.; Philip Environmental Services Corporation; Philip Transportation and Remediation, Inc.; Philip Reclamation Services, Houston, Inc.; PSC Environmental Services, Inc.; PSC Industrial Outsourcing, Inc.; PSC Industrial Services, Inc.; Republic Environmental Recycling (New Jersey), Inc.; Republic Environmental Systems (Pennsylvania), Inc.; Republic Environmental Systems (Transportation Group), Inc.; Rho-Chem Corporation; Republic Environmental Systems (Technical Services Group), Inc.; Solvent Recovery Corporation; Thermakem Inc.; Ace/Allwaste Environmental Services of Indiana, Inc.; Delta Maintenance, Inc.; International Catalyst, Inc.; Jesco Industrial Services Inc.; Philip Services/North Central, Inc.; PSC Recovery Systems, Inc.; Resource Recovery Corporation; RMF Global, Inc.; RMF Industrial Contracting, Inc.; Serv-Tech EPC, Inc.; D&L, Inc.; Serve-Tech EPC Subsidiary, Inc. and Total Refractory Systems, Inc.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Plan.



confirmation of the Plan having been overruled, resolved or withdrawn, including as reflected herein or in certain separate agreed orders submitted to and approved by the Court and cross-referenced in the column labeled "resolution" in Exhibit E attached hereto and the Court being aware of the relevant facts upon the record of the Confirmation Hearing, the testimony of Michael Ramirez, Senior Vice President and Chief Financial Officer of the Debtors, Michael Henkin of Jefferies & Company, Inc., financial advisor to the Debtors, and James Boggs, Senior Vice President for the Environmental Services Group, and all the proceedings held before the Court in these Cases;

**NOW, THEREFORE, THE COURT HEREBY FINDS AND CONCLUDES:**

A. Jurisdiction. This Court has jurisdiction over these Cases pursuant to 28 U.S.C. § 1334. Confirmation of the Plan is a "core proceeding" pursuant to, without limitation, 28 U.S.C. § 157(b)(2)(A), (L) and (O), and this Court has competence to enter a Final Order confirming the Plan.

B. Approval of the Disclosure Statement. On October 27, 2003, the Court approved the Joint Disclosure Statement of Debtors in Connection with Solicitation of Ballots with Respect to Second Amended and Restated Joint Plan of Reorganization under Chapter 11 of the United States Bankruptcy Code (the "Disclosure Statement") as containing "adequate information" within the meaning of § 1125(a)(1) of the Bankruptcy Code.

C. Filing of the Plan. The Debtors filed the Plan and Disclosure Statement on October 27, 2003. A copy of the Plan is attached hereto as Exhibit A subject to amendments thereto set forth herein and incorporated into and made a part of the Plan.

D. Solicitation. On October 31, 2003, Logan & Company, Inc., the Debtors' balloting agent, transmitted a copy of the Disclosure Statement and Plan, the applicable forms of

ballot approved by this Court and a notice of the Confirmation Hearing by United States mail to all claim holders eligible to vote on the Plan in accordance with this Court's Order Approving Disclosure Statement, Approving Voting and Solicitation Procedures and Establishing Date and Procedures for Confirmation Hearing dated October 27, 2003 (the "Voting Procedures Order"). Notices of the Confirmation Hearing were also mailed to nonvoting classified creditors and equity holders on October 31, 2003 in accordance with the Voting Procedures Order.

E. Confirmation Hearing. The Confirmation Hearing was held by the Court beginning on November 24, 2003.

F. Notice. Notice of the Confirmation Hearing was adequate and sufficient under § 102(1) of the Bankruptcy Code and Bankruptcy Rule 2002.

G. Plan Compliance with § 1129(a)(1). As required by § 1129(a)(1) of the Bankruptcy Code, the Plan complies with the applicable provisions of the Bankruptcy Code, including, without limitation, as follows:

i) As required by Code § 1123(a)(1), the Plan, in Article 3, properly designates classes of claims and interests and classifies only substantially similar claims and interests in the same classes pursuant to § 1122 of the Bankruptcy Code.

ii) As required by Code § 1123(a)(2), the Plan, in Article 4, properly specifies the following classes as unimpaired:

- Class 1 B Tranche B Prime and Sub-B under Prepetition Senior Debt;  
and
- Class 7 Allowed Non-Tax Priority Claims as set forth on Exhibit B  
attached hereto.

Article 4 of the Plan also properly specifies the following classes as impaired:

- Class 1A Allowed Secured Claims under Tranche A of Prepetition Senior Debt;

- Class 2 Allowed PIK/Term Debt;
- Class 3 Allowed Miscellaneous Secured Claims. Secured claims which may be allowable are set forth on Exhibit C attached hereto;
- Class 4 Allowed General Unsecured Claims;
- Class 5 Allowed Insured Claims;
- Class 6 Allowed Convenience Class Claims;
- Class 8 Allowed Parent Unsecured Claims;
- Class 9 Allowed Penalty Claims; and
- Class 10 Allowed Interests in each of the Debtors.

iii) As required by Code §§ 1123(a)(3)-(4), Article 5 of the Plan provides the treatment which each holder of an impaired claim is to receive, and the Plan provides the same treatment or its economic equivalent for each claim or interest in each particular class. The separate classification of Class 2B, 4, 5 and 6 claims is necessary and reasonable under the circumstances of these Cases and has not been objected to by any party.

iv) As required by Code § 1123(a)(5), the Plan provides adequate means for its implementation. These include, but are not limited to, the following: (a) the sources of funding for distributions under the Plan; (b) the issuance of New Common Stock of Reorganized Parent; (c) the amendment of the Debtors' charters and by-laws; (d) the assumption and rejection of executory contracts and unexpired leases which have not been previously assumed or rejected; (e) mechanisms for paying Administrative Expense Claims; and (f) the transfer and vesting of all assets in Reorganized PSC not previously abandoned, rejected, sold or otherwise disposed of (including, without limitation, the conveyance of any assets or properties to a custodial trust pursuant to a Settlement

Agreement, as defined below) by any of the Debtors or excluded under the Investment Agreement.

v) As required by Code § 1123(a)(6), the charter of each entity that is part of Reorganized PSC will include a provision prohibiting the issuance of nonvoting equity securities and distributing the voting power to the extent required under § 1123(a)(6).

vi) As required by Code § 1123(a)(7), the terms of the Plan are consistent with the interests of creditors and equity security holders and with public policy with respect to the manner of selection of the officers and directors of Reorganized Parent.

H. Plan Compliance with § 1129(a)(2). As required by Code § 1129(a)(2), the Plan Proponents have complied with all applicable provisions of the Bankruptcy Code. Simultaneously with the solicitation of acceptances of the Plan, the Debtors timely transmitted a copy of the Disclosure Statement and Plan and forms of ballot approved by this Court to all holders of claims eligible to vote on the Plan. As noted above, the Disclosure Statement was found by the Court to contain "adequate information" following notice and a hearing in compliance with Bankruptcy Rule 3017.

I. Compliance with § 1129(a)(3). Based upon the entire record of the proceedings before the Court, the Court finds that the Plan is proposed in good faith and the Plan Proponents have acted in good faith and not by any means forbidden by law. The Plan, therefore, complies with the requirements of Code § 1129(a)(3).

J. Compliance with § 1129(a)(4). Pursuant to orders previously entered in these Cases approving the retention of Professionals, payments made or to be made by the Debtors for services rendered or for costs and expenses incurred in connection with these Cases, or in

connection with the Plan and incident to these Cases, are subject to the approval of the Court as reasonable. Accordingly, the Plan complies with § 1129(a)(4) of the Bankruptcy Code.

**K. Plan Compliance with § 1129(a)(5).**

i) The Debtors and the Plan Sponsors have disclosed in the Plan Supplement, filed on November 14, 2003, the identity and affiliations of the individuals who will serve as directors and principal officers of Reorganized Parent following the Effective Date, in compliance with § 1129(a)(5)(A) of the Bankruptcy Code.

ii) The appointment of the directors and principal officers (or, for existing directors or principal officers who continue to serve post-confirmation, their continuance in their current positions) is consistent with the interests of creditors and equity security holders and with public policy. Accordingly, the Plan complies with § 1129(a)(5)(A)(ii) of the Bankruptcy Code.

iii) The Debtors in their SEC filings have disclosed the compensation of the key executive officers. Thus, the Plan complies with § 1129(a)(5)(B) of the Bankruptcy Code.

**L. Plan Compliance with § 1129(a)(6).** No governmental regulatory commission has jurisdiction over the approval of the Debtors' rates. Thus, § 1129(a)(6) of the Bankruptcy Code is inapplicable.

**M. Plan Compliance with § 1129(a)(7): Best Interests of Creditors.** As required by Code § 1129(a)(7) and as evidenced by Article VI of the Disclosure Statement, the Liquidation Analysis received into evidence at the Confirmation Hearing as Exhibit 15, and the testimony at the Confirmation Hearing, each holder of a Claim or Interest in an impaired class either accepted the Plan or will receive or retain property of a value as of the Effective Date that is not less than

the amount that such holder would receive or retain were the Debtors liquidated under Chapter 7 of the Bankruptcy Code as of such date. As demonstrated by Confirmation Hearing Exhibit 15, the holders of Claims in Class 9 and Interests in Class 10, each of which receive nothing pursuant to the Plan, would also receive nothing under Chapter 7 of the Bankruptcy Code.

N. Plan Compliance with § 1129(a)(8). The following classes are unimpaired: Classes 1B and 7. All other classes are impaired. As set forth in the certified report of balloting filed herein and admitted into evidence at the Confirmation Hearing, the following classes have accepted the Plan: Class 1A, each subclass within Class 2, each subclass within Classes 3, 4, 6 and 8. No votes were received in Class 5. Each of Amalgamated Sugars and Julian Hazlewood originally voted its miscellaneous secured claim as a subclass within Class 3 against the Plan, but has since reached an agreed resolution with the Debtors and has now voted in favor of the Plan. The claim of Industrial Waste Area Generator Group II ("IWAG") was temporarily allowed for voting purposes as a Class 4 Claim in the amount of \$45,000,000, subject to the further terms of a settlement to be approved under Bankruptcy Rule 9019. The claim of Central States Southeast and Southwest Pension Funds was temporarily allowed for voting purposes in the amount of approximately \$950,000 as a single Class 4 Claim, but that vote had no effect on whether Class 4 accepted the Plan as a class. Alstom Power, Inc. filed, but ultimately voluntarily withdrew, a motion to allow its disputed claims for voting purposes. No other motions to allow claims for voting purposes were filed. Classes 9 and 10 are impaired and will receive nothing under the Plan and, therefore, are statutorily deemed to have rejected the Plan under § 1126(g) of the Bankruptcy Code. Notwithstanding the existence of impaired, rejecting classes, confirmation is proper under Code § 1129(b), as set forth in ¶ T below.

O. Compliance with § 1129(a)(9). The Plan provides for the treatment of administrative and priority claimants in accordance with the requirements of Code § 1129(a)(9) (except to the extent that a holder agrees otherwise) as follows:

a. Pursuant to Section 2.1 of the Plan, holders of Administrative Expense Claims will be paid in full on the later of: (i) the Effective Date of the Plan or (ii) the date the Administrative Expense Claim is allowed by a final order of the Court.

b. Pursuant to Section 2.2 of the Plan, the holders of Allowed Priority Tax Claims will receive at the Debtors' option (and with the consent of the Plan Sponsor) (i) the amount of the Allowed Priority Tax Claim in one Cash payment immediately after the Effective Date or (ii) the amount of the Allowed Priority Tax Claim, with simple interest at a rate of 6% per annum, in equal quarterly Cash payments beginning March 31, 2004, until the last anniversary of the Effective Date that precedes the sixth anniversary date of the date of assessment of the Allowed Priority Tax Claim. The interest rate set forth herein is fair and reasonable.

P. Compliance with § 1129(a)(10). Classes 1A, 2, each subclass within Class 3 (including Amalgamated Sugars and Julian Hazlewood based on the change of their no votes to yes votes), 4, 6 and 8, each of which is impaired pursuant to the Plan, have, excluding the votes of any insiders of the Debtors, accepted the Plan. The certified balloting report of Logan & Company, the Debtors' claims processing agent, received in evidence at the Confirmation Hearing is an accurate tally of votes for each of these classes and shows that more than one-half in number and at least two-thirds in amount of those actually voting in each of those classes voted to accept the Plan.

Q. Feasibility (§ 1129(a)(11)). Based upon the testimony at the Confirmation Hearing, and Article VI and other sections of the Disclosure Statement and Exhibits IV and V to the Disclosure Statement, the Debtors have demonstrated that implementation of the Plan is feasible.

R. Compliance with § 1129(a)(12). All fees payable under 28 U.S.C. § 1930 have been paid.

S. Compliance with § 1129(a)(13). The Debtors have no retiree benefits subject to § 1114 of the Bankruptcy Code. Therefore, § 1129(a)(13) is inapplicable.

T. Confirmation Notwithstanding Deemed Rejection By Certain Classes (§ 1129(b)). The Debtors have moved the Court to confirm the Plan despite its deemed rejection by Classes 9 and 10, each of which receives no distribution under the Plan. In compliance with § 1129(b), and as a matter of law, the Plan may be confirmed despite the deemed rejection by these classes. No holder of a claim or interest junior to claims in any of these classes receives or retains property under the Plan. Furthermore, the Plan treats these classes according to their relative priorities and thus does not unfairly discriminate against the holders of interests in these classes and is fair and equitable. Accordingly, the Plan complies with the requirements of § 1129(b) of the Bankruptcy Code.

U. Other Requirements. No other Chapter 11 plan has been confirmed in these Cases and, therefore, this Plan complies with Code § 1129(c). The principal purpose of the Plan is neither the avoidance of taxes nor the avoidance of the application of § 5 of the Securities Act of 1933, as amended (the "Securities Act"), and, therefore, this Plan complies with § 1129(d) of the Bankruptcy Code.



V. Discharge, Injunction, Releases and Exculpations. The discharges, injunctions, releases and exculpations contained in Article 8 of the Plan as modified herein are essential elements of the overall objectives of the Plan and form a material inducement to the execution and implementation of the Investment Agreement by the Plan Sponsor and the concessions made to Classes 4 and 6 under the Plan and in the Amendment to the Investment Agreement dated as of October 30, 2003 (the "Amendment to the Investment Agreement"). Each of the provisions of Article 8 as modified herein is within the jurisdiction of the Court under 28 U.S.C. § 1334(a) and (b) and the Court is competent to approve such provisions under 28 U.S.C. § 157(b)(1). Without the discharges, injunctions, releases and exculpations, the Plan could not have been proposed. They serve, to the greatest extent possible, to resolve claims, if any, among or against the parties in interest in these Cases with respect to the Debtors and their organization, capitalization and reorganization and to avoid associated litigation costs. Such resolution reduces the possibility of post-confirmation contribution and indemnity claims against the Debtors and reduces the probability of the Debtors' involvement in costly and time-consuming litigation. The releases provided for in the Plan were voluntarily and knowingly granted by the Debtors. To the extent that the release provisions of Article 8 of the Plan as modified herein benefit non-debtor parties, such releases constitute an integral part of the Plan and are the result of adequate consideration provided by or on behalf of such non-debtor parties. The Plan Sponsor would not have entered into the Investment Agreement or agreed to provide the consideration thereunder without the discharges, injunctions, releases and exculpations provided in the Plan. Absent Article 8 of the Plan, the Prepetition Senior Lenders would not have extended the expiry dates of various letters of credit to dates beyond the Effective Date and would not have voted their Class 1A Claims in favor of the Plan, and each of those actions was and is integral to the preservation of value of the

Debtors and is in the best interest of the creditors and the Debtors' estates. The concessions made by the non-debtor parties are fair, equitable and for adequate consideration sufficient to support the granting of releases or related relief to such non-debtor parties. After conducting an investigation, the Committee supports the releases and related relief set forth herein and in the Plan. No party other than the Committee timely challenged any aspect of the releases and acknowledgments in the cash collateral orders and the DIP Financing Order entered in these Cases, and the Committee has agreed to resolve its objections upon the Effective Date.

W. Reaffirmation of Prepetition Senior Documents. To the extent set forth in the Debt Documents (as defined below), including, without limitation, the Reaffirmation Agreement, the Plan constitutes and is hereby deemed to be an assumption and reaffirmation by the Debtors and Reorganized PSC of the obligations of Borrowers under the Prepetition Senior Documents, as modified by the Plan, to the extent not otherwise indefeasibly repaid in full in cash on the Effective Date.

X. Assumption and Rejection of Executory Contracts and Unexpired Leases. The Plan is hereby deemed to constitute and incorporate a motion by the Debtors to reject as of and conditioned upon the occurrence of the Effective Date all executory contracts and unexpired leases to which a Debtor was a party or is otherwise bound except for any contracts or leases that (a) are specifically assumed under the Plan, (b) were assumed prior to the Confirmation Hearing or (c) were subject to a motion to assume that was pending as of the Confirmation Hearing and which remains pending as of the date of entry of this Order. Attached hereto as Exhibit D is a list of the contracts and leases that Reorganized PSC will assume. Exhibit D also sets forth the proposed cure amounts to be paid by Reorganized PSC for each assumed contract and lease. In accordance with the Voting Procedures Order, the Debtors sent by United States mail a Notice of

Assumption of Executory Contracts and Unexpired Leases and Proposed Cure Payment Pursuant to 11 U.S.C. § 365(b) (the "Cure Notice") to all parties to the assumed contracts and leases on November 21, 2003. Objections to the timely filed proposed cure amounts (the "Cure Objections") will be heard on December 22, 2003 and such claims will be paid in the cure amount and manner set forth in a Final Order.

Y. Objections to Confirmation. The parties listed in Exhibit E attached hereto have objected to Confirmation of the Plan. Those objections have been resolved, withdrawn or overruled for the reasons set forth in the record and as set forth in the attached Exhibit E, which is hereby incorporated by reference.

Z. Exemptions from Securities Laws. To the extent that the New Common Stock, the New PIK/Term Notes, the New PIK/Term Shares, the New Investment Units or any other consideration issued, offered or sold related to the Plan constitute "securities," the issuance, offer and/or sale of such items is exempt from registration under Section 5 of the Securities Act and applicable state securities laws pursuant to Code § 1145, Section 4(2) of the Securities Act and/or applicable state securities laws. No subscriptions for New Investment Units were received.

AA. Judicial Notice. The Court takes judicial notice of all pleadings and other documents filed during the pendency of the Cases.

BB. Findings and Conclusions. The foregoing findings and conclusions satisfy the requirements of Federal Rule of Bankruptcy Procedure 7052. All findings of facts shall also be deemed to be conclusions of law and vice versa.

CC. Contributed Causes of Action. The Value of the Contributed Causes of Action (as defined in the Liquidating Trust Agreement) on the date of their transfer to the Liquidating Trust

shall be zero dollars. The transfer of the Contributed Causes of Action to the Liquidating Trust by the Debtors shall "close" the transaction for all purposes with respect to any proceeds subsequently realized by the Liquidating Trust in connection with the Contributed Causes of Action or investment earnings thereon.

DD. Confirmation Exhibits. All Exhibits to the Confirmation Order are hereby incorporated herein by reference.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

1. Confirmation. The Plan, as attached to this Order and with the modifications and clarifications embodied in this Order, is hereby confirmed. The terms of this Order are controlling to the extent that any inconsistency exists between the Plan and this Order.

2. Binding Effect. The Plan, its provisions and this Order shall be, and hereby are, binding upon the Debtors and any creditor or equity security holder of the Debtors, whether or not the Claim or Interest of such creditor or equity security holder is impaired under the Plan and whether or not such creditor or equity security holder has accepted the Plan. The provisions of this Order are nonseverable and mutually dependent.

3. Effect of Plan: Discharge and Permanent Stay.

(a) On and after the Effective Date of the Plan, except as expressly provided in this Order, all holders of Liens, Claims and Interests arising prior to the Effective Date shall be permanently barred and enjoined from asserting or continuing to assert against the Debtors, Reorganized PSC or their respective assets, any and all Claims or Liens, whether liquidated or unliquidated, contingent or noncontingent, asserted or unasserted, fixed or unfixed, matured or unmatured, legal or equitable or known or unknown, based on any act or omission, transaction or other activity of any kind or nature that occurred

prior to the Effective Date. Except as expressly provided in this Order, or in the Plan with respect to the Claims and Liens of the Prepetition Senior Lenders (and subject to the Reaffirmation Agreement), the rights afforded in the Plan and the payments and distributions to be made pursuant to the Plan shall be in exchange for and in complete satisfaction, discharge, and release of all existing Liens or Claims, and shall terminate all Interests, of any kind, nature or description whatsoever, including any interest accrued on such Claims from and after the Petition Date, against or in the Debtors or any of their assets or properties or Reorganized PSC or its assets, including, without limitation, to the fullest extent permitted by § 1141 of the Bankruptcy Code. Except as expressly provided in this Order, and in the Plan with respect to the Claims and Liens of the Prepetition Senior Lenders (and subject to the Reaffirmation Agreement), upon the close of the Effective Date, all existing Liens or Claims against the Debtors and Interests in the Debtors, shall be, and shall be permanently deemed to be, discharged and terminated, and all holders of such Liens, Claims or Interests shall be precluded and enjoined from asserting, directly or indirectly, against Reorganized PSC, or any of its assets or properties, any Lien, Claim or Interest or any other or further Lien, Claim or Interest based upon any act or omission, transmission, or other activity of any kind or nature that occurred prior to the Effective Date, whether or not such holder has filed a proof of Claim or proof of Interest; provided, however, that any settlement or agreement made to resolve a confirmation objection ("Confirmation Settlements"), and any obligation of the Debtors or Reorganized PSC under such Confirmation Settlements, shall not be discharged or released herein, and all non-debtor parties to such Confirmation

Settlements may enforce the obligations of the Debtors and/or Reorganized PSC, as applicable thereunder.

(b) Any judgment or order purporting to determine the corporate liability of the Debtors, Reorganized PSC, or their assets with respect to any Lien, Claim or Interest treated by the Plan or this Order, is void, other than Final Orders of this Court allowing Claims or Liens or granting similar relief, or as otherwise expressly provided in this Order.

(c) In addition to and not in limitation of the foregoing, at the election of the Plan Sponsor, any and/or all of the extant intercompany claims or obligations between or and/or among the Debtors and their Affiliates as of the Effective Date, including those intercompany claims and/or subrogation rights with respect to non-debtor subsidiaries, shall be discharged and released in their entirety; provided, however, that such discharge and release of intercompany claims and rights shall not affect or otherwise impair any payment or transfer of property by such non-debtor entities in favor of Prepetition Senior Lenders made before, on or in contemplation of the Effective Date.

(d) Effective as of the close of business on the Effective Date and except as otherwise expressly provided in this Order, title to all property of the Debtors shall vest in Reorganized PSC free and clear of all Liens, Claims and Interests including, without limitation, in accordance with § 1141 of the Bankruptcy Code, and any prohibitions upon such transfer are null and void. Except as agreed by Reorganized PSC thereafter, no party shall thereafter seek to create, perfect or enforce any Lien of any nature whatsoever except as may otherwise be permitted under this Order. The vesting of assets pursuant to Section 8.5 of the Plan shall be deemed not to include any assets that were abandoned,

sold, rejected or otherwise disposed of (including, without limitation, any assets or properties conveyed to a custodial trust pursuant to a Settlement Agreement, as defined below), on or prior to the Effective Date or excluded pursuant to the Investment Agreement. In no event shall any secured creditors holding a Lien on such assets be deemed to be in possession of or take possession of or have consented to take title to or any interest in such assets.

(e) The vesting of properties in Reorganized PSC to take place on the Effective Date (i) is a legal, valid and effective transfer of property, (ii) vests Reorganized PSC with good and marketable title to the Debtors' properties, (iii) does not constitute an avoidable transfer under the Bankruptcy Code or under applicable nonbankruptcy law and (iv) does not subject Reorganized PSC or its shareholders or debtholders to any liability under the Bankruptcy Code or under applicable nonbankruptcy law, including, without limitation, laws affecting successor or transferred liability. All licenses, permits or similar rights (whether governmental or otherwise) relating to the Debtors' business shall remain in full force and effect for the benefit of Reorganized PSC without further action by it, unless the Plan Sponsor elects otherwise with respect to any particular license, permit or similar right.

(f) As of the Effective Date, all existing Interests in the Parent shall be canceled and be deemed null and void.

(g) The priority of obligations and Liens being issued, granted, assumed, or reaffirmed under the Plan shall be as follows (and, notwithstanding anything in the Plan or this Order to the contrary, the following Liens and priorities, in all respects, shall

govern the existence and priority of any Liens against any of the assets of Reorganized PSC):

(i) solely as to property on which it has a first priority, perfected, enforceable, unavoidable and non-subordinated security interest, Class 3 miscellaneous secured claims, solely as set forth in Exhibit C attached hereto;

(ii) then, subject only to (i) above, to secure the Remaining Subclass 1A Note and the other Obligations reaffirmed in the Reaffirmation Agreement (defined below), Liens on all assets of Reorganized PSC;

(iii) then, subject only to (i) and (ii) above, to secure the New Exit Financing Facility or any successor financing facilities, Liens on all assets of Reorganized PSC;

(iv) then, subject only to (i), (ii) and (iii) above, to secure the New PIK/Term Notes pro rata, Liens on all assets of Reorganized PSC.

(h) The discharge, injunction and release provisions contained in Sections 8.7 and 8.8 of the Plan, as modified herein, are fair and equitable, are given for adequate consideration and are in the best interests of the Debtors, their Chapter 11 estates and Reorganized PSC, and such provisions shall be effective and binding and are hereby approved as modified herein.

(i) The exculpation provisions contained in Section 8.9 of the Plan and herein are fair and reasonable and are hereby approved as modified herein.

(j) Otherwise valid claims under collective bargaining agreements or related to multi-employer or single-employer pension plans shall be Class 4 or 8 Claims, as



applicable, and in no event shall Reorganized PSC be deemed to be a successor employer or plan sponsor liable for such obligations.

(k) The terms and conditions of the various settlement agreements entered into by and among the Debtors and, as applicable, the United States of America, on behalf of the United States Environmental Protection Agency, the Michigan Department of Environmental Quality, the State of Alabama, the South Carolina Department of Health and Environmental Control, the State of Washington Department of Ecology, and/or IWAG are fully incorporated herein (collectively, the "Settlement Agreements"); provided, however, that nothing in the settlement agreement with the State of Washington Department of Ecology, and/or IWAG shall alter or impair the scope of the release in favor of each of the Prepetition Senior Lenders and the Prepetition Senior Agent and their Affiliates and Associates, including Cerberus (in any capacity whatsoever), and all directors, officers, managers, partners, Professionals or agents as to all postpetition activities and all prepetition activities, as set forth in paragraph 12(a) below.

4. Plan Modifications and Clarifications. The following modifications, each of which the Court finds to be non-material for purposes of § 1125 of the Bankruptcy Code, are hereby made to the Plan:

(a) The Debtors and/or Reorganized PSC shall on the Effective Date transfer to the Liquidating Trust, and the Liquidating Trust shall irrevocably receive, the Special Unsecured Distribution Fund *and the Convenience Class Pool (as defined in the Liquidating Trust Agreement)* and shall disburse the same in accordance with the Plan and this Order. The form of Liquidating Trust Agreement in substantially the form of Exhibit F attached hereto is hereby approved and deemed incorporated herein and the Debtors are authorized to execute same (as may be modified by agreement of the parties

thereto). The selection of H. Malcolm Lovett, Jr., as the Liquidating Trustee for the Liquidating Trust, is approved. The Liquidating Trust shall serve as (i) the escrow agent for the benefit of Class 4 and Class 6 Claims and (ii) Disbursing Agent for Classes 2B, 4, 6, and 8, as applicable, with respect to Avoidance Action Recoveries. The Liquidating Trustee and Ernst & Young, as receiver for the holders of allowed unsecured claims in the Canadian proceedings, shall agree prior to the Effective Date on an initial allocation of the \$3.6 million fund among them and a mechanism for reallocation of the same based on Claims processing results or set a hearing in these cases regarding the same. The fees and expenses of the Liquidating Trust shall be paid pursuant to the Liquidating Trust Agreement. The Liquidating Trustee shall make distributions pursuant to the Liquidating Trust Agreement. The Liquidating Trustee shall be entitled to rely on Logan & Company's records and Bankruptcy Rule 3001 notices for purposes of determining the proper holder of a Claim. The Liquidating Trust Agreement shall control over any inconsistency with the Plan and need not be filed as part of a Plan Supplement. The Liquidating Trust shall not be deemed to be a successor to the Committee.

(b) The discharges, injunctions, releases and exculpations as set forth herein shall govern and be deemed to supersede those set forth in the Plan.

(c) Notwithstanding anything to the contrary in the Plan or this Order, nothing in the Plan shall be deemed to release, discharge or nullify any environmental liability to any governmental unit that any entity would be subject to as the current tenant, current owner or current operator of property after the Effective Date.

(d) Nothing in Section 8.9 of the Plan shall vary the standard for the payment of administrative claims.

(e) Nothing in the Plan shall operate to discharge liabilities to governmental units that are not Claims as defined in Section 101(5).

(f) In addition, pursuant to *In re Crystal Oil Co.*, 158 F.3d 291, 293-96 (5<sup>th</sup> Cir. 1998), the Plan shall not release or discharge any Claim of a governmental unit where such governmental unit could not tie the Debtors to a known release of a hazardous substance at a facility, prior to the Effective Date, through such governmental unit's reasonable diligence.

(g) Any and all orders approving sales that the Debtors seek to effect pursuant to 11 U.S.C. § 363 shall include an ordered paragraph that provides that nothing in such order or sale agreement releases or nullifies any liability to a governmental entity under environmental statutes or regulations that any entity would be subject to as the owner or operator of a property after the closing date of the proposed sale.

(h) The Liquidating Trustee shall (i) be paid and receive the \$200,000 fund for Class 6 creditors, (ii) make the payments to the holders of Allowed Class 6 Convenience Claims from such fund pursuant to the Plan as soon as practicable after the Effective Date and (iii) establish reserves as necessary for such payments.

(i) Any and all of the valid claims of the Plan Sponsor or its Affiliates (including, without limitation, any claims which they have or may hereafter purchase from others) shall be Allowed in full and shall not be subject to challenge, discount, offset or attack in any manner.

5. Distributions of New Common Stock and New PIK/Term Notes. The New Common Stock and New PIK/Term Notes shall be deemed to be issued on the close of the Effective Date.

6. Corporate Documents. At the Plan Sponsor's discretion, each of Reorganized Parent's Subsidiaries' certificates of incorporation and by-laws shall be restated in a form satisfactory to the Plan Sponsor (provided, however, that such forms shall not impair the validity, priority or enforceability of the Prepetition Senior Debt to the extent set forth in the Reaffirmation Agreement). As of the Effective Date, (i) the Restated Charter and Restated By-Laws, attached as Exhibit I hereto, shall constitute the organizational documents of Reorganized Parent and (ii) any previously effective or other organizational documents of Reorganized Parent shall be deemed to be null and void and of no further force and effect, except to the extent so provided in the Restated Charter and the Restated By-Laws.

(a) As of the Effective Date, the issuance of the New Common Stock, the adoption and approval of the Restated Charter, the Restated By-Laws, the election or appointment of directors and officers pursuant to the Plan, and the other matters provided for in the Plan involving the corporate structure of Reorganized PSC or otherwise shall be deemed to have occurred and shall be in effect from and after the Effective Date pursuant to Section 303 of the Delaware General Corporation Law and other applicable laws, without any requirement of further action by any stockholders or directors of the Debtors or Reorganized PSC, and as if unanimously approved by such stockholders and directors.

(b) As of the Effective Date, any and all transactions contemplated by the Plan between and among Carl C. Icahn or any entities affiliated with him (collectively, "Icahn") and Reorganized PSC, including, without limitation, any offer, sale, purchase, issuance or distribution of securities of Reorganized PSC to Icahn and the closing of the New Exit Financing Facility, in accordance with Section 303 of the Delaware General Corporation Law or other applicable law, prior to the occurrence of such transactions, are

hereby authorized and approved, all in accordance with Section 203(a) of the Delaware General Corporation Law. The respective officers of the Debtors or Reorganized PSC are hereby authorized to execute the New Exit Financing Facility without any further requirement of further action by any stockholders or directors of the Debtors or Reorganized PSC and as if unanimously approved by such stockholders and directors.

(c) Any officer of the Debtors and/or Reorganized PSC shall be, and hereby is, authorized and empowered to execute documents and take any actions as may be necessary, advisable or appropriate to amend their certificates of incorporation and by-laws or to effectuate the Plan and the Investment Agreement, including, without limitation, as set forth in more detail in Paragraph 7 below. All transactions that are required to occur on the Effective Date under the terms of the Plan shall be deemed to have occurred simultaneously, except that the approval of the New Exit Financing Facility, as provided above, shall be deemed to have occurred immediately prior to all other transactions authorized herein.

(d) The Secretaries of State for the relevant jurisdictions are instructed to accept this Order in place of any evidence of resolutions or other corporate actions necessary to amend and restate such certificates of incorporation or qualifications to do business which might otherwise be required.

(e) Pursuant to Sections 1123(a) and 1142(a) of the Bankruptcy Code and the provisions of this Order, the Plan and all implementing documents shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law. The Debtors and/or Reorganized PSC, as appropriate, are authorized and empowered to make any and all modifications to all documents included as part of the Plan Supplement or otherwise

that do not materially modify the terms of such documents and are consistent with the Plan; provided, however, that no modification shall be made to any documents to which the Prepetition Senior Agent is a party or for which the Prepetition Senior Agent has provided its consent, except, in the case of documents to which the Prepetition Senior Agent is not a party, such documents may be modified with the prior written approval of the Prepetition Senior Agent, not to be unreasonably withheld or delayed by the Prepetition Senior Agent.

(f) Parties who hold UCC financing statements, mortgages, deeds of trust or similar perfection documents which are being satisfied or discharged under the Plan shall promptly file releases of such liens of record and, if they fail to do so, Reorganized PSC may do so on their behalf pursuant to this Order; provided the foregoing shall not apply to any liens in favor of Prepetition Senior Agent.

(g) Notwithstanding anything to the contrary herein, at the Plan Sponsor's sole discretion, any discharge of any of the Debtors' intercompany loans, liens or claims, including, without limitation, rights of subrogation, shall be deemed to and shall occur prior in time to any payments or distributions to the Prepetition Senior Agent under the Plan or hereby; provided, however, that such discharge and release of intercompany claims and rights shall not affect or otherwise impair any non-debtor Affiliate's obligations to make any payment or transfer any property by such non-debtor entities in favor of Prepetition Senior Lenders as contemplated under this Order and the Canadian Orders.

7. Authorizations. Prior to, on and after the Effective Date, the Debtors and Reorganized PSC shall be, and hereby are, authorized and empowered, without further

application to or order of this Court, to execute such documents and to take such actions as may be necessary or appropriate to implement the Plan and the transactions contemplated thereby, whether or not specifically referred to in the Plan (or related documents), including, without limitation, entering, executing, delivering, filing, or recording any agreements, instruments, or documents necessary to implement the Plan, including, without limitation, the reaffirmations, promissory notes, intercreditor agreements, or other agreements in form and substance reasonably satisfactory to Prepetition Senior Agent in respect of the Prepetition Senior Debt (including, without limitation, the letters of credit issued thereunder, related fees and charges, and the Remaining Subclass 1A Note), the New Exit Financing Facility and the New PIK/Term Note(s) and other documents contained in or contemplated by any document filed as a Plan Supplement (collectively, together with all related documents, the "Debt Documents"). On the Effective Date, any officer of the Debtors or Reorganized PSC shall be authorized and directed to execute the agreements, documents and instruments contemplated by the Plan, including, without limitation, the Debt Documents.

8. No Tax or Assessment; Governmental Authorities.

(a) Each federal, state, commonwealth, local, foreign or other governmental agency is hereby directed and authorized to accept any and all documents, mortgages, deeds of trust and instruments necessary or appropriate to effectuate, implement or consummate the transactions contemplated by the Plan, this Order and the reaffirmations, promissory notes, and other agreements in respect of the Debt Documents.

(b) There shall be no tax in violation of § 1146(c) of the Bankruptcy Code. This shall include, without limitation, an exemption from taxation for (i) the creation, modification, consolidation, recording or release of any mortgage, assignment or other

security interest or (ii) the making, delivery or recording of any deed or other instrument of transfer pursuant to or in connection with the Plan. Any sales or other transfers of real estate or other assets of the estates or distributions to creditors hereunder or executions and/or filings of mortgages, deeds of trust or other documents in connection with the New Exit Financing Facility, the Remaining Subclass 1A Note, the New PIK/Term Notes and any other remaining obligations, either prior to or through or after the Effective Date, shall not be subject to any document recording tax, stamp tax, conveyance, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax or similar tax and all appropriate state and local officials are required and directed to record such instrument or mortgage without payment of any such tax or assessment. The Court retains jurisdiction to enforce the foregoing direction by contempt proceedings or otherwise.

(c) The transactions contemplated in the Plan are not subject to and are exempt from any applicable bulk transfer or similar law.

9. Assumption of Certain Executory Contracts and Unexpired Leases. All of the executory contracts and unexpired leases specified on Exhibit D attached hereto are hereby assumed as of the Effective Date and dependent on the occurrence of such Effective Date. The Court finds that due and proper notice of such assumption has been given to the affected parties. Except as to those parties who timely filed Cure Objections (the "Objecting Parties"), the cure amounts listed on Exhibit D are sufficient to cure all existing defaults, if any, under such contracts and leases, and parties to such contracts and/or leases are forever bound and barred from asserting any cure amounts or other Claims different from those set forth in Exhibit D. The cure amounts of the Objecting Parties shall be determined by the Court commencing on



December 22, 2003 at 2:00 p.m. CST. All cure amounts shall be paid as soon as practicable after the Effective Date or the date such cure amount is allowed by final order of this Court, whichever is later. The Debtors can withdraw any executory contract or unexpired lease to be assumed based on cure cost disputes, administrative error, disputes regarding the existence or assumability of a contract or as otherwise permitted by the Court. The Debtors may also assume additional contracts and/or leases (including any modifications agreed with the counterparty thereto) not previously designated for assumption with the consent of the Plan Sponsor and such counterparty without further notice or as otherwise permitted by the Court upon notice and a hearing.

10. Rejection of Certain Executory Contracts and Unexpired Leases. Subject to the Debtors' right to modify the list of contracts and unexpired leases to be assumed, as described in and subject to the provisions of paragraph 9 above, any executory contract or unexpired lease that is not specified on Exhibit D is hereby rejected as of the Effective Date (unless a different date is specified in a separate order of this Court as to any particular executory contract or unexpired lease), and notice of such rejection shall be sufficient if mailed within 7 days after entry of this Order. Any and all rejection damage claims arising under the Plan shall constitute Class 4 claims and must be filed with the Court within 30 days after the Effective Date. For executory contracts and unexpired leases rejected by earlier Court orders, the bar date in such orders shall control as to such Claims. As provided further below, the Debtors shall send a notice of confirmation, the final administrative bar date and the bar date for claims relating to contracts and leases rejected under the Plan to all creditors no later than December 17, 2003. A notice substantially in the form of Exhibit H attached hereto shall be sufficient to notify creditors

of the bar date for filing rejection damage claims arising from contracts and leases rejected under the Plan.

11. Manner of Notices and Distributions. All notices, payments and other distributions to be made by the Debtors or the Liquidating Trust pursuant to the Plan, this Order or the Voting Procedures Order shall be timely and proper if mailed by first class mail to the address listed by such holder in its proof of claim filed in these Cases or, if the foregoing is not applicable, the last known address of the persons entitled thereto; provided, however, that all cash payments to Subclass 1A and 1B shall be made by wire transfer to Prepetition Senior Agent in immediately available funds, and with respect to the original Remaining Subclass 1A Notes and any original back-stop letters of credit for Subclass 1A and 1B, shall be hand delivered to the Prepetition Senior Agent on or before the Effective Date.

Funds shall be reserved in the Liquidating Trust (or by the Liquidating Trustee) based on the full amount of asserted Contested Claims compared to Allowed Claims unless the Court, upon notice and hearing, determines that a lesser reserve is appropriate.

12. Releases.

(a) On and as of the Effective Date, the following individuals and entities (acting in any capacity whatsoever) shall be forever released and discharged from any and all claims, actions, suits, debts, accounts, Causes of Action, avoidance actions, agreements, promises, damages, judgments, demands, defenses, or rights or claims in respect of equitable subordination, and liabilities through the Effective Date (including all claims based on or arising out of facts or circumstances that existed as of or prior to the First Amended Joint Plan of Reorganization of Philip Services (Delaware), Inc. et al. in the Delaware Chapter 11 Case (Case No. 99-02385) or the Amended and Restated Plan of Compromise and Arrangement of Philip Services Corporation and its Canadian subsidiaries in the Prior CCAA Proceeding (Case No. 99-CL-3442)) (collectively, the "1999 Bankruptcies") which any of (i) the Debtors or (ii) Creditors or other Persons receiving or who are entitled to receive distributions under the Plan (including from the Special Unsecured Distribution Fund) (collectively, the "Releasers") may have in any way related to these Cases or the Debtors (or Affiliates): (i) all directors, officers, Associates, Affiliates, employees, members, partners, Professionals or agents of the Debtors who served the Debtors on or after the Petition Date, including, without limitation, those named on Exhibit VIII to the Disclosure Statement; (ii) the Plan Sponsor and any of its Affiliates or Associates and all directors, officers, managers, partners, employees, Professionals or agents of the Plan Sponsor or such Affiliates or Associates, including, without limitation, the "Icahn Affiliates" (as described in Section IV(L)(1) of the Disclosure Statement) (collectively, the "Icahn Entities"); and (iii) each of the Prepetition Senior Lenders and the Prepetition Senior Agent and their Affiliates and Associates, including Cerberus, and all directors, officers, managers, partners, Professionals or agents, predecessors, successors or assigns as to all post-petition activities and all pre-petition

activities; provided, however, the releases provided for in this paragraph shall not extend to any claims by any governmental agency with respect to criminal liability, willful misconduct and bad faith, or ultra vires acts. Further, all Class 4 Creditors who continue to do business on acceptable trade credit terms with Reorganized PSC, and all officers, directors and employees who served PSC post-petition, shall be released from any avoidance action against them.

(b) The release set forth in paragraph (a) above shall not, however, be deemed to release persons or entities who are defendants or third parties or subsequent parties (or may be added as such hereafter) (other than Wells Fargo Bank, N.A., Foothill Income Trust L.P., Foothill Capital Corporation n/k/a Wells Fargo Foothill, Inc., their respective officers, directors, managers, members, partners, and their Professionals and agents, solely in their capacities as Professionals and agents for the foregoing Foothill entities) in connection with the pending or potential suits and the claims that have been or may be asserted therein, as identified on Exhibit G attached hereto with respect to any potential liability of such persons or entities to any plaintiff or beneficiary therein arising therefrom.

(c) The Releasors identified in paragraph 12(a) and the Icahn Entities covenant not to sue in connection with any claims arising from or related to the carve-out set forth in paragraph 12 (b) the Prepetition Senior Lenders; the Foothill Group (defined below); or the Icahn Entities; or the Debtors' directors and officers who have served on or after the Petition Date, except if any such person has violated the terms of the conditional release received by them in connection with the 1999 Bankruptcies. To the extent that the Foothill Group (defined below), the Prepetition Senior Lenders (defined below) or the Icahn Entities has a claim or action brought against it by a party not bound by the Plan and such claim or action relates to the matters identified on Exhibit G, then neither the Prepetition Senior Lenders, the Foothill Group, Cerberus or the Icahn Entities

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shall be bound by the covenant not to sue. The "Foothill Group" as used herein is defined to include Foothill Partners IV, L.P., Foothill Partners III, L.P., Wells Fargo Bank, N.A., Foothill Income Trust L.P., Foothill Capital Corporation n/k/a Wells Fargo Foothill, Inc. and their respective Affiliates, Associates, directors, officers, managers, members, and partners, and their Professionals and agents solely in their capacities as Professionals and agents for the Foothill Group. The Prepetition Senior Lenders as used herein means the Prepetition Senior Lenders and Prepetition Senior Agent and their Affiliates and Associates, including, without limitation, Cerberus, and all officers, directors, managers, members, and partners, their predecessors, successors or assigns, in any capacity whatsoever, and their Professionals and agents solely in their capacities as professionals and agents for the aforementioned Prepetition Senior Lenders.

(d) The releases shall not be deemed to release any officers or directors of the Debtors from liability, if any, for taxes that are properly determined to be trust fund taxes for which "responsible person" liability exists under applicable state or federal laws.

(e) Nothing in this Order or in the Plan shall prejudice the Pension Benefit Guaranty Corporation, Central States Pension Fund, or Alstom Power, Inc. as to their rights against the applicable non-debtor and/or third party releasees, as applicable, to the extent set forth in the separate orders entered on December 8, 2003 in their respective favor.

13. Exculpations. Except for willful misconduct or bad faith, neither the Debtors nor the directors, officers, agents, Affiliates, Associates and Professionals of the Debtors (collectively, the "Company-Related Parties") nor the Committee nor its members, agents, Affiliates, Associates and Professionals (collectively, the "Committee-Related Parties") nor the Plan Sponsor nor the directors, officers, agents, Affiliates, Associates and Professionals of the Plan Sponsor including, without limitation, the Icahn Affiliates (the "Plan Sponsor Related Parties"), nor the Prepetition Senior Lenders (including, without limitation, Cerberus in any capacity) nor their predecessors, successors, assigns, directors, officers, agents, Affiliates, Associates and Professionals all of the foregoing in any capacity whatsoever, shall be liable to any person or entity for any postpetition action, failure or omission to act or other matter related to the Debtors and/or any of these Cases through and including the Effective Date of the Plan. All parties are permanently enjoined from initiating a suit against any of Reorganized PSC, the Debtors, the Company-Related Parties, the Committee, the Committee-Related Parties, the Plan Sponsor and the Plan Sponsor Related Parties, except for any claims asserted by any governmental agency with respect to criminal liability, willful misconduct or bad faith, or *ultra vires* acts on the part of any such parties. Nothing in this Order or in the Plan shall prejudice the Pension Benefit Guaranty Corporation, Central States Pension Fund, or Alstom Power, Inc. as to their rights against the applicable non-debtor and/or third party releasees, as applicable, to the extent set forth in the separate orders entered on December 8, 2003 in their respective favor.

14. Retention of Jurisdiction. The Court shall, and hereby does, retain jurisdiction of these Cases for all of the purposes set forth in Article 12 of the Plan and for the purposes provided in §§ 1127(b) and 1142 of the Bankruptcy Code and Bankruptcy Rule 3020(d).

15. Existing Financing Liens and Exit Financing.

(a) In accordance with Sections 5.1 and 5.2 of the Plan, (A) any Lien which has been granted by any of the Debtors pursuant to the Prepetition Senior Documents or the PIK/Term Credit Agreement and related documents shall be continued and remain in full force and effect prior to, on and after the Effective Date to secure the obligations of Reorganized PSC pursuant to (i) the Prepetition Senior Debt to the extent not indefeasibly paid in full, in cash on the Effective Date, subject to the terms of the Reaffirmation Agreement and the Remaining Subclass 1A Note and (ii) the New PIK/Term Notes; and (B) Reorganized PSC will as of the Effective Date acknowledge and the Court hereby finds and determines (subject to the Committee's existing objections and related stipulations until the Effective Date occurs) that (i) the Liens securing the Prepetition Senior Debt and the New PIK/Term Notes constitute valid and perfected liens with the respective priorities set forth in Paragraph 3(g) hereof; (ii) the Liens referred to in clause (B)(i) hereof are not subject to avoidance or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law, except consensual lien subordination as described in such clause; (iii) the Prepetition Senior Debt, subject to the terms of the Reaffirmation Agreement, and the New PIK/Term Notes constitute legal, valid and binding obligations of Reorganized PSC, enforceable in accordance with their terms; (iv) no offsets, defenses, or claims or counterclaims to the Prepetition Senior Debt or the New PIK/Term Notes exist and (v) no portion of the Prepetition Senior Debt or the New PIK/Term Notes is subject to avoidance or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law, except consensual

subordination as described in clause (B)(ii) hereof. For the avoidance of doubt and notwithstanding anything in this paragraph to the contrary, the reimbursement obligations of Reorganized PSC with respect to Tranche A L/C Disbursements or a Tranche Sub-B L/C Disbursement (as each term is defined in the Reaffirmation Agreement) shall not be secured by the Collateral (as defined in the Reaffirmation Agreement), but shall be supported by the Back-Up Letter of Credit (as defined in the Reaffirmation Agreement), any cash proceeds of an Anticipatory Draw (as defined in the Reaffirmation Agreement) thereunder or otherwise supported by cash provided by Reorganized PSC or its Affiliates on the Effective Date. The Reaffirmation Agreement shall be consistent with the terms of the Plan and this Order and shall otherwise be in form and substance satisfactory to the Plan Sponsor and the Prepetition Senior Agent in their respective sole discretion and shall be finalized prior to the Effective Date.

(b) In accordance with Section 8.1 of the Plan, Reorganized PSC acknowledges and the Court hereby finds and determines that (A) the liens securing the New Exit Financing Facility shall constitute valid and perfected first priority liens subject only to liens securing the Remaining Subclass 1A Note and other obligations reaffirmed under Section 1 of the Reaffirmation Agreement and other existing liens, valid and properly perfected as described in Paragraph 3(g)(i) hereof; (B) the indebtedness, liabilities and obligations of Reorganized PSC in respect of the New Exit Financing Facility shall constitute legal, valid and binding obligations of Reorganized PSC, enforceable in accordance with their terms; and (C) no offsets, defenses or claims or counterclaims in respect of the New Exit Financing Facility exist.

(c) This Order shall be sufficient and conclusive evidence of the continuation (with respect only to the Prepetition Senior Debt (as set forth in the Remaining Subclass 1A Note and Reaffirmation Agreement) and the New PIK/Term Notes) or grant (with respect only to the New



Exit Financing Facility), validity, perfection and priority of the Liens securing the Prepetition Senior Debt (including, without limitation, the continuation of letters of credit issued thereunder and the Remaining Subclass 1A Note), the New PIK/Term Notes and the New Exit Financing Facility without the necessity of filing or recording any financing statement, mortgage or other instrument or document which may otherwise be required under the law of any jurisdiction or the taking of any other action to continue or grant, as applicable, or to validate or perfect such Liens or to entitle the holder(s) of any such Liens to the priorities granted therein or herein; provided, however, that the holder(s) of any such Liens may file or record mortgages, financing statements or other instruments to evidence and to perfect or continue to perfect, as applicable, such Liens authorized hereby; provided further, however, no such filing shall be necessary or required in order to create or perfect, as applicable, such Liens. If the holder(s) of any such Liens shall, in their respective discretion, choose to file such mortgages, financing statements or other documents (or amendments to or continuations of any existing financing statements) and otherwise confirm perfection or continued perfection, as the case may be, of such security interest and Liens, all such financing statements or similar instruments shall be deemed to have been filed or recorded as of the time and date of entry of this Order.

(d) Effective as of the Effective Date, upon delivery and execution by Reorganized PSC and, where applicable, the Debtors, of the New PIK/Term Notes and the New Exit Financing Facility, and the Plan Sponsor's acceptance of such delivery, the New PIK/Term Notes and any reaffirmations executed and/or delivered by the Debtors which have been accepted by the Plan Sponsor and the New Exit Financing Facility, shall be binding upon each of the Participating Qualified PIK/Term Lenders without further signatures, consent, execution, delivery or other actions of such Participating Qualified PIK/Term Lenders.

(e) Notwithstanding anything in this Order to the contrary, (i) Reorganized PSC is hereby authorized and directed to execute and deliver to Prepetition Senior Agent that certain (A) Reaffirmation and Modification Agreement, dated as of the Effective Date, in form and substance satisfactory to Prepetition Senior Agent and Plan Sponsor, in their respective sole discretion (the "Reaffirmation Agreement"), assuming and reaffirming all of the Obligations (as defined under the Prepetition Senior Documents) of Debtors and Reorganized PSC, as and to the extent set forth therein, including the obligations to reimburse Issuing Lender (as defined in the Prepetition Senior Loan Agreement) for any Tranche A L/C Disbursement and any Tranche Sub-B L/C Disbursement (as defined in the Prepetition Senior Loan Agreement), and the obligations under Sections 2.2(e) and 2.2(A)(e) of the Prepetition Senior Loan Agreement with respect to any and all charges, commissions, fees and costs charged or incurred by Issuing Lender relating to the Letters of Credit (as defined in the Prepetition Senior Loan Agreement; collectively, "LC Fees and Charges"), (B) Remaining Subclass 1A Note and (C) Amendment Number Two to Collateral Agency and Intercreditor Agreement, with respect to the New PIK/Term Notes, in form and substance reasonably satisfactory to Prepetition Senior Agent (the "Intercreditor Agreement Amendment"); (ii) the treatment of Subclass 1A and Subclass 1B under the Plan shall not be deemed a reduction of Tranche A Letter of Credit Usage or Tranche Sub-B Letter of Credit Usage and such Obligations shall not be discharged or otherwise affected by the Plan, provided that only the portion of the remaining Obligations that consist of the Obligations under the Remaining Subclass 1A Note and the Obligations reaffirmed under the Reaffirmation Agreement shall remain secured by Reorganized PSC under the Prepetition Senior Documents with the same priority and rights of the Tranche A Obligations and Tranche Sub-B Obligations under the Prepetition Senior Documents, subject to the terms of the Intercreditor Agreement

Amendment; (iii) for purposes of Sections 5.1.1 and 5.1.2 of the Plan, Class 1 shall be deemed to include Allowed amounts under § 506(b) of the Bankruptcy Code of \$6,895,891.29 through October 31, 2003, plus Allowable § 506(b) Amounts (as defined in the DIP Financing Order) of \$2,602,891.29 for the period from November 1, 2003 through the Effective Date; provided, however, that estimated Allowable § 506(b) Amounts for the period from November 1, 2003 through and including the Effective Date shall be subject to review and reconciliation between Prepetition Senior Agent and Reorganized PSC and, in the event such estimated amounts are greater than the actual, allowed or agreed upon amounts, such excess shall be credited against the payments due under the Remaining Subclass 1A Note and if the estimated amounts are less than actual, allowed or agreed upon amounts such difference shall be immediately due and payable by Reorganized PSC and shall be included among the Obligations under the Reaffirmation Agreement; (iv) none of the Prepetition Senior Lenders or any collateral securing the Prepetition Senior Debt shall be charged for any costs or expenses in connection with the sale, transfer or other disposition of the Excluded Assets; (v) none of the Prepetition Senior Debt shall be charged for any costs or expenses under § 506(c) of the Bankruptcy Code to the extent provided for in the DIP Financing Order; (vi) upon the Effective Date and for purposes of the Plan and this Order, the Class 1 Allowed Prepetition Senior Debt shall be inclusive of Postpetition Debt and Postpetition Charges to the extent so provided in the DIP Financing Order (as amended to date); and (vii) the DIP Financing Order shall remain in full force and effect in accordance with its terms until the occurrence of the Effective Date and substantial consummation of the Plan.

(f) Notwithstanding anything herein or in the Plan to the contrary, subject only to their mutual agreement and without any further requirement of approval of this Court, Prepetition Senior Agent and the Plan Sponsor may make alternative arrangements with regard

to any obligations, and any related security, of Reorganized PSC and its non-debtor Affiliates to Prepetition Senior Agent, including, without limitation, the Remaining Subclass 1A Note.

16. Reporting. The Debtors' first preliminary or interim reports of distribution shall be prepared and filed with the Court and the Office of the United States Trustee no later than 60 days after the Effective Date. The Debtors shall prepare and file any further interim reports as the Court shall deem necessary.

17. Administrative Expense Claims and Bar Date. Unless otherwise barred by previous order of this Court (as is the case with respect to any and all administrative claims arising through November 22, 2003 (unless specifically exempted from such earlier bar dates in the applicable bar date orders)), all claims against the Debtors for administrative expenses pursuant to § 503 of the Bankruptcy Code (other than (i) Professionals' requests for compensation and reimbursement of expenses, procedures for which are described below, (ii) postpetition extensions of trade credit and (iii) claims by the DIP Lender, the Prepetition Agent or Postpetition Agent under the DIP Financing Order), must be filed in accordance with all of the requirements set forth herein no later than 30 days after the Effective Date, or filed solely as to taxes which accrued postpetition, as to which the Debtors are required to file a tax return, 45 days after the applicable return is filed.

(a) Subject to previous administrative claims bar dates, administrative expense claims may be in the form of a proof of claim or application for payment. Such proof of claim or application must be served upon the Debtors, the Plan Sponsor and the Creditors' Committee and each of their respective counsel at the addresses set forth in Section 13.1 of the Plan so that it is received no later than five business days after the proof of claim or application is filed with the Court.

(b) The taxing authorities who have timely filed a proof of claim for payment of administrative expense shall not be required to file a separate motion or request for administrative expense. The Debtors, Reorganized PSC and the Committee reserve the right to object to such proofs of claims on any grounds.

(c) The Debtors shall send a notice of confirmation, notice of the administrative bar date and the bar date for claims relating to contracts and leases rejected under the Plan to all creditors no later than December 17, 2003. A notice substantially in the form of Exhibit H attached hereto shall be sufficient to notify creditors of the administrative bar date.

18. Professional Fees and Expenses. Professionals' requests for compensation and reimbursement of expenses shall not be subject to the administrative bar date discussed in the preceding paragraph. Professionals shall be compensated by the Debtors under the procedures described below.

(a) For fees and expenses incurred prior to the Confirmation Date, Professionals must submit a final fee application no later than January 15, 2004. A hearing on the final fee applications and any procedures relating thereto shall be set at the Court's convenience. No further interim fee applications are required to be filed, but Professionals shall reasonably cooperate with the Debtors and Plan Sponsor by giving estimates of accrued fees and expenses prior to Closing.

(b) For fees and expenses incurred on and after the Confirmation Date, Professionals employed by the Debtors, <sup>the Liquidating Trust</sup> or Committee may be compensated and reimbursed without any application to this Court. Professionals retained by Reorganized PSC and the Committee may be paid in the ordinary course and Professionals retained by

<sup>the Liquidating Trust</sup>

the Liquidating Trust shall be paid ~~solely from that Trust~~ in accordance with the Liquidating Trust Agreement.

Notwithstanding the foregoing, the Committee <sup>and the Liquidating Trustee</sup> (and any of its professionals) shall only be compensated in accordance with the procedures set forth in Section 14.3 of the Plan and the agreed budget between the Committee <sup>the Liquidating Trustee</sup> and the Plan Sponsor for fees incurred after the Effective Date. The Committee <sup>the Liquidating Trustee</sup> and Plan Sponsor have agreed to a budget of \$125,000.

19. Statutory Fees. Any fees remaining due under 28 U.S.C. § 1930 shall be paid on the Effective Date.

20. Canadian Assets. The Debtors and Reorganized PSC are authorized and directed to (i) cooperate, and direct the Canadian Subsidiaries and certain newly incorporated wholly owned subsidiaries of Philip Services Corporation (collectively, the "Canadian Purchasers") to cooperate, with Ernst & Young Inc. as Court-Appointed Interim Receiver of certain of the Canadian Assets (the "Interim Receiver") to complete the transactions and the transfer of certain of the Canadian Assets as contemplated by two asset purchase agreements among the Interim Receiver, the Canadian Subsidiaries and the Canadian Purchasers, as the case may be (collectively, the "Canadian Purchase Agreements"), substantially in accordance with the form of the Canadian Purchase Agreements attached to the report dated November 20, 2003 filed by the Interim Receiver with the Ontario Superior Court of Justice (Commercial List); (ii) direct the Canadian Subsidiaries and the Canadian Purchasers to perform their respective covenants and obligations under each of the Canadian Purchase Agreements; (iii) transfer a portion of the Investment (as defined in the Investment Agreement) to the applicable Canadian Purchaser necessary to effect the Canadian Restructuring, which transfer may occur either by way of equity or debt or any combination thereof; and (iv) take, and direct the Canadian Subsidiaries and the

Canadian Purchasers to take, without limiting the generality of the foregoing, any other actions reasonably necessary or desirable to complete the Canadian Restructuring (as defined in the Investment Agreement) and to assist and complete the transfer of certain of the Canadian Assets to the Canadian Purchasers or one or more Affiliates of Reorganized PSC.

This Court orders and requests the aid and recognition of any court or judicial, regulatory or administrative body in any province or territory of Canada, including the Ontario Superior Court of Justice (Commercial List), or the federal court of Canada or any judicial, regulatory, or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province to act in aid of and to be complementary to this Court in carrying out the terms of the Plan and this Confirmation Order and this Court is willing to provide similar reciprocal assistance to the appropriate judicial authority of Canada, including the Ontario Superior Court of Justice (Commercial List) under similar circumstances. To the extent any consideration or payments are received by the Prepetition Senior Lenders or Prepetition Senior Agent under the Canadian proceeding, such consideration or payments shall be applied or treated by the Prepetition Agent in accordance with the (U.S.) Plan and the Canadian Order. Additionally, any cash collateral provided to the Prepetition Senior Agent by any Canadian guarantors at Closing may be remitted to Reorganized PSC in the event that all other Obligations in favor of the Prepetition Senior Lenders are hereafter indefeasibly repaid in full or otherwise provided for as agreed to in writing by the Prepetition Senior Agent.

21. Investment Agreement. Notwithstanding anything to the contrary in the Plan or herein, Article V ("Conditions to Closing") and Article VI ("Further Agreements and Terminations") in the Investment Agreement shall continue in full force and effect and shall govern all aspects of the transactions contemplated.

22. Nonoccurrence of Effective Date. In the event that the Effective Date does not occur, then (i) the Plan, (ii) the assumption or rejection of executory contracts or unexpired leases pursuant to the Plan, (iii) any document or agreement executed pursuant to the Plan (which, for the purposes of this paragraph 22, shall be deemed not to include the Investment Agreement or the DIP Agreement), (iv) any actions, releases, waivers or injunctions authorized by the Plan, this Order or any other document or agreement executed pursuant to the Plan (which, for the purposes of this paragraph 22, shall not be deemed to include the Investment Agreement or the DIP Agreement), and (v) this Confirmation Order shall be deemed null and void. In such event, nothing herein or in the Plan or acts taken in connection therewith shall be deemed to prejudice in any manner the rights of the Debtors, Plan Sponsor, Prepetition Senior Agent or any party in interest in further proceedings or to constitute an admission, finding of fact, conclusion of law, res judicata or collateral estoppel of any nature.

23. Substantial Consummation. This Plan shall be deemed to be substantially consummated on the Effective Date. The transfer of the Class 4 portion of the Special Unsecured Distribution Fund to the Liquidating Trust and the Canadian portion to Ernst & Young as Canadian Receiver shall be irrevocable and final. This Confirmation Order shall be deemed a separate Confirmation Order with respect to each of the Debtors in each Debtors' separate Chapter 11 case for all purposes.

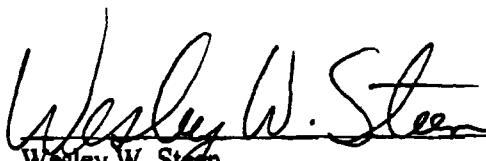
24. Notice of Confirmation. Service of a notice, substantially in the form attached hereto as Exhibit H, which form is hereby approved, shall be made by first class mail on or before December 17, 2003, upon the following: (i) the Office of the United States Trustee, (ii) counsel to the Creditors' Committee, (iii) all known creditors of the Debtors, (iv) all equity security holders of the Debtors and (v) all parties having requested notices in these cases. The



Debtors shall also publish such notice in the National Edition of The Wall Street Journal, The Houston Chronicle, The Cleveland Plain Dealer, The Globe & Mail (Canada) and LaPresse (Canada) as soon as practicable after the Effective Date of the Plan. Such notice shall constitute good and sufficient notice of this Order in compliance with the provisions of Bankruptcy Rules 3020(c) and 2002.

25. Cooperation of Reorganized PSC. Reorganized PSC (or the claims agent in these Cases) shall make reasonable efforts to cooperate with the Liquidating Trustee in the Liquidating Trustee's performance of its duties. This cooperation shall include, but not be limited to, timely providing information to the Liquidating Trustee regarding the status of claims held by the Beneficiaries and providing information regarding prepetition claims paid during the pendency of these Cases or post-confirmation of the Plan. Reorganized PSC will reasonably pursue prosecution of objections to Claims that the Debtors or Reorganized PSC have filed. The Committee has standing to object to claims not allowed by Order of the Court. Reorganized PSC or the Committee (with respect to Class 4 <sup>and 8</sup> and 6 Claims) shall have the right to reasonably settle objections to claims as appropriate or, upon provision of additional information by a claimant showing a particular claim is valid, to withdraw its objection to that particular claim. The Committee reserves its right to seek further appropriate relief from the Court regarding the prosecution of claims objections.

Dated: December 10, 2003

  
Wesley W. Stein  
United States Bankruptcy Judge

# Appendix B

Spreadsheet with Shipment Information

**APPENDIX B**  
**Shipment Information**

<u>Customer</u>	<u>PSC Location</u>	<u>PSC Ticket</u>	<u>Ship Date</u>	<u>Inventory</u>	<u>Cust Gross</u>	<u>Cust Tare</u>	<u>Cust Net</u>	<u>Price</u>	<u>Price UOM</u>	<u>Extended Value</u>
CHEMETCO	GRANITE CITY YARD	315141	11/2/1993	MIXED LOAD	47140	33140	14000	\$150.00	GT	\$937.50
CHEMETCO	GRANITE CITY YARD	315157	11/3/1993	MIXED LOAD	47680	33340	14340	\$150.00	GT	\$960.27
CHEMETCO	GRANITE CITY YARD	315113	10/28/1993	MIXED LOAD	52040	33120	18920	\$150.00	GT	\$1,266.96
CHEMETCO	GRANITE CITY YARD	315169	11/1/1993	MIXED LOAD	48780	33260	15520	\$150.00	GT	\$1,039.29
CHEMETCO	GRANITE CITY YARD	315171	11/4/1993	MIXED LOAD	49780	33240	16540	\$150.00	GT	\$1,107.59
CHEMETCO	GRANITE CITY YARD	315173	11/4/1993	MIXED LOAD	50720	33500	17220	\$150.00	GT	\$1,153.13
CHEMETCO	GRANITE CITY YARD	315179	11/5/1993	MIXED LOAD	50860	33420	17440	\$150.00	GT	\$1,167.86
CHEMETCO	GRANITE CITY YARD	315137	11/2/1993	MIXED LOAD	50000	33260	16740	\$150.00	GT	\$1,120.98
CHEMETCO	GRANITE CITY YARD	315160	11/3/1993	MIXED LOAD	49920	33320	16600	\$150.00	GT	\$1,111.61
CHEMETCO	GRANITE CITY YARD	315189	11/5/1993	MIXED LOAD	54180	33260	20920	\$150.00	GT	\$1,400.90
CHEMETCO	GRANITE CITY YARD	315190	11/5/1993	MIXED LOAD	50740	33500	17240	\$150.00	GT	\$1,154.46
CHEMETCO	GRANITE CITY YARD	315212	11/9/1993	MIXED LOAD	52620	33280	19340	\$150.00	GT	\$1,295.09
CHEMETCO	GRANITE CITY YARD	315222	11/9/1993	MIXED LOAD	50300	33280	17020	\$150.00	GT	\$1,139.73
CHEMETCO	GRANITE CITY YARD	315223	11/9/1993	MIXED LOAD	50780	33260	17520	\$150.00	GT	\$1,173.21
CHEMETCO	GRANITE CITY YARD	315237	11/10/1993	MIXED LOAD	52240	33100	19140	\$150.00	GT	\$1,281.69
CHEMETCO	GRANITE CITY YARD	315227	11/10/1993	MIXED LOAD	51960	33180	18780	\$150.00	GT	\$1,257.59
CHEMETCO	GRANITE CITY YARD	315239	11/10/1993	MIXED LOAD	51660	33180	18480	\$150.00	GT	\$1,237.50
CHEMETCO	GRANITE CITY YARD	315256	11/10/1993	MIXED LOAD	50320	33060	17260	\$150.00	GT	\$1,155.81
CHEMETCO	GRANITE CITY YARD	315257	11/11/1993	MIXED LOAD	55220	33300	21920	\$150.00	GT	\$1,467.86
CHEMETCO	GRANITE CITY YARD	315259	11/11/1993	MIXED LOAD	47900	33260	14640	\$150.00	GT	\$980.36
CHEMETCO	ST. LOLIS TRADING		5/13/1998	MIXED LOAD	48480	31920	16560	\$95.00	NT	\$786.60
CHEMETCO	ST. LOLIS TRADING		8/3/1998	MIXED LOAD	66580	30480	36100	\$95.00	NT	\$1,714.75
CHEMETCO	ST. LOLIS TRADING		7/31/1998	MIXED LOAD	75920	32440	43480	\$95.00	NT	\$2,065.30
CHEMETCO	GRANITE CITY YARD		5/1/1998	MIXED LOAD	76000	32400	43600	\$95.00	NT	\$2,071.00
CHEMETCO	GRANITE CITY YARD	10044	5/1/1998	MIXED LOAD	76000	32400	43600	\$0.00		\$0.00
CHEMETCO	GRANITE CITY YARD	10044	5/1/1998	MIXED LOAD	-76000	-32400	-43600	\$0.00		\$0.00
CHEMETCO	GRANITE CITY YARD	10095	5/28/1998	MIXED LOAD	80240	34240	46000	\$95.00	NT	\$2,185.00
CHEMETCO	GRANITE CITY YARD	10095	5/28/1998	MIXED LOAD	-80240	-34240	-46000	\$95.00	NT	-\$2,185.00
CHEMETCO	GRANITE CITY YARD		5/28/1998	MIXED LOAD	80240	34240	46000	\$95.00	NT	\$2,185.00
CHEMETCO	NASHVILLE YARD	Z03997	11/17/1999	MIXED LOAD	39240	557	38683	\$24,660.41	*	\$24,660.41
CHEMETCO	NASHVILLE YARD	Z20559	3/7/2000	MIXED LOAD	41280	0	41280	\$18,576.00	*	\$18,576.00
CHEMETCO	NASHVILLE YARD	Z34463	5/25/2000	MIXED LOAD	42060	721	41339	\$27,040.17	*	\$27,040.17
CHEMETCO	NASHVILLE YARD	Z37065	6/12/2000	MIXED LOAD	43160	722	42438	\$27,929.69	*	\$27,929.69
CHEMETCO	NASHVILLE YARD	Z39289	6/23/2000	MIXED LOAD	40200	302	39898	\$25,907.08	*	\$25,907.08
CHEMETCO	NASHVILLE YARD	Z39974	6/27/2000	MIXED LOAD	44020	837	43183	\$29,068.26	*	\$29,068.26
CHEMETCO	NASHVILLE YARD	Z40428	6/29/2000	MIXED LOAD	44980	0	44980	\$20,465.90	*	\$20,465.90
CHEMETCO	NASHVILLE YARD	Z40429	6/29/2000	MIXED LOAD	43080	955	42125	\$26,537.97	*	\$26,537.97

**APPENDIX B**  
**Shipment Information**

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CHEMETCO	NASHVILLE YARD	Z42322	7/12/2000	MIXED LOAD	40220	906	39314	\$26,200.65	*	\$26,200.65
CHEMETCO	NASHVILLE YARD	Z44916	7/26/2000	MIXED LOAD	38500	621	37879	\$25,720.69	*	\$25,720.69
CHEMETCO	NASHVILLE YARD	Z47784	8/11/2000	MIXED LOAD	39500	526	38974	\$26,999.64	*	\$26,999.64
CHEMETCO	NASHVILLE YARD	Z47785	8/11/2000	MIXED LOAD	43180	728	42452	\$29,241.90	*	\$29,241.90
CHEMETCO	NASHVILLE YARD	Z49350	8/21/2000	MIXED LOAD	38960	0	38960	\$17,921.60	*	\$17,921.60
CHEMETCO	NASHVILLE YARD	Z49673	8/22/2000	MIXED LOAD	37640	0	37640	\$17,314.40	*	\$17,314.40
CHEMETCO	NASHVILLE YARD	Z50874	8/29/2000	MIXED LOAD	44780	0	44780	\$20,151.00	*	\$20,151.00
CHEMETCO	NASHVILLE YARD	Z49675	8/22/2000	MIXED LOAD	40480	1199	39281	\$27,137.81	*	\$27,137.81
CHEMETCO	NASHVILLE YARD	Z50875	8/29/2000	MIXED LOAD	41020	902	40118	\$27,628.28	*	\$27,628.28
CHEMETCO	NASHVILLE YARD	Z52241	9/7/2000	MIXED LOAD	41440	628	40812	\$29,502.59	*	\$29,502.59
CHEMETCO	NASHVILLE YARD	Z56052	9/27/2000	MIXED LOAD	41060	909	40151	\$29,118.16	*	\$29,118.16
CHEMETCO	NASHVILLE YARD	Z57637	10/6/2000	MIXED LOAD	40720	820	39900	\$28,087.85	*	\$28,087.85
CHEMETCO	NASHVILLE YARD	Z61104	10/25/2000	MIXED LOAD	39600	659	38941	\$27,453.53	*	\$27,453.53
CHEMETCO	NASHVILLE YARD	Z62630	11/3/2000	MIXED LOAD	42580	781	41799	\$27,427.39	*	\$27,427.39
CHEMETCO	NASHVILLE YARD	Z63372	11/8/2000	MIXED LOAD	41140	1116	40024	\$26,155.68	*	\$26,155.68
CHEMETCO	NASHVILLE YARD	Z69854	12/28/2000	MIXED LOAD	41180	928	40252	\$27,200.96	*	\$27,200.96
CHEMETCO	NASHVILLE YARD	Z73851	1/25/2001	MIXED LOAD	41140	994	40146	\$25,222.06	*	\$25,222.06
CHEMETCO	NASHVILLE YARD	Z74070	1/26/2001	MIXED LOAD	41920	628	41292	\$27,252.72	*	\$27,252.72
CHEMETCO	BIRMINGHAM YARD	Z34255	6/20/2000	MIXED LOAD	39439	0	39439	\$26,199.22	*	\$26,199.22
CHEMETCO	BIRMINGHAM YARD	Z34933	6/28/2000	MIXED LOAD	42393	0	42393	\$29,018.66	*	\$29,018.66
CHEMETCO	BIRMINGHAM YARD	Z35578	7/10/2000	MIXED LOAD	41792	0	41792	\$28,209.60	*	\$28,209.60
CHEMETCO	BIRMINGHAM YARD	Z36141	7/17/2000	MIXED LOAD	41142	0	41142	\$27,482.86	*	\$27,482.86
CHEMETCO	BIRMINGHAM YARD	Z36388	7/19/2000	MIXED LOAD	-41142	0	-41142	-\$27,482.86	*	-\$27,482.86
CHEMETCO	BIRMINGHAM YARD	Z36392	7/19/2000	MIXED LOAD	41142	0	41142	\$28,120.56	*	\$28,120.56
CHEMETCO	BIRMINGHAM YARD	Z36724	7/25/2000	MIXED LOAD	34801	0	34801	\$23,960.49	*	\$23,960.49
CHEMETCO	BIRMINGHAM YARD	Z37014	7/28/2000	MIXED LOAD	39548	0	39548	\$19,378.04	*	\$19,378.04
CHEMETCO	BIRMINGHAM YARD	Z38253	8/17/2000	MIXED LOAD	39735	0	39735	\$27,655.56	*	\$27,655.56
CHEMETCO	BIRMINGHAM YARD	Z40327	9/20/2000	MIXED LOAD	41634	0	41634	\$28,977.26	*	\$28,977.26
CHEMETCO	BIRMINGHAM YARD	Z38903	8/28/2000	MIXED LOAD	40202	0	40202	\$18,557.92	*	\$18,557.92
CHEMETCO	BIRMINGHAM YARD	Z40329	9/20/2000	MIXED LOAD	40484	0	40484	\$29,627.44	*	\$29,627.44
CHEMETCO	BIRMINGHAM YARD	Z40835	9/27/2000	MIXED LOAD	40837	0	40837	\$30,341.89	*	\$30,341.89
CHEMETCO	BIRMINGHAM YARD	Z42566	10/26/2000	MIXED LOAD	40318	0	40318	\$26,609.88	*	\$26,609.88
CHEMETCO	BIRMINGHAM YARD	Z42758	10/30/2000	MIXED LOAD	40583	0	40583	\$26,547.53	*	\$26,547.53
CHEMETCO	BIRMINGHAM YARD	Z43497	11/15/2000	MIXED LOAD	38850	0	38850	\$25,488.05	*	\$25,488.05
CHEMETCO	BIRMINGHAM YARD	Z44473	12/7/2000	MIXED LOAD	38838	0	38838	\$25,633.08	*	\$25,633.08
CHEMETCO	BIRMINGHAM YARD	Z45404	1/3/2001	MIXED LOAD	31485	0	31485	\$21,305.15	*	\$21,305.15
CHEMETCO	BIRMINGHAM YARD	Z46032	1/18/2001	MIXED LOAD	41107	0	41107	\$26,837.27	*	\$26,837.27
CHEMETCO	CHATTANOOGA YARD	Z33066	8/22/2000	MIXED LOAD	41393	905	40488	\$19,402.60	*	\$19,402.60
CHEMETCO	CHATTANOOGA YARD	Z34901	9/20/2000	MIXED LOAD	40765	0	40765	\$30,696.05	*	\$30,696.05

**APPENDIX B**  
**Shipment Information**

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CHEMETCO	CHATTANOOGA YARD	Z35573	9/28/2000	MIXED LOAD	40289	0	40289	\$29,713.14	*	\$29,713.14
CHEMETCO	CHATTANOOGA YARD	Z33304	8/25/2000	MIXED LOAD	40576	0	40576	\$27,997.44	*	\$27,997.44
CHEMETCO	CHATTANOOGA YARD	Z34550	9/14/2000	MIXED LOAD	41020	0	41020	\$28,508.90	*	\$28,508.90
CHEMETCO	CHATTANOOGA YARD	Z37250	10/24/2000	MIXED LOAD	41996	0	41996	\$27,717.36	*	\$27,717.36
CHEMETCO	CHATTANOOGA YARD	Z38098	11/9/2000	MIXED LOAD	41520	0	41520	\$27,403.20	*	\$27,403.20
CHEMETCO	CHATTANOOGA YARD	Z41656	1/26/2001	MIXED LOAD	41548	0	41548	\$27,421.68	*	\$27,421.68
CHEMETCO	ROCKWOOD YARD	Z15043	9/22/2000	MIXED LOAD	45045	1717	43328	\$31,737.76	*	\$31,737.76
CHEMETCO	ROCKWOOD YARD	Z15255	9/28/2000	MIXED LOAD	42031	1150	40881	\$30,374.58	*	\$30,374.58
CHEMETCO	ROCKWOOD YARD	Z16325	10/24/2000	MIXED LOAD	41480	0	41480	\$27,376.80	*	\$27,376.80
CHEMETCO	ROCKWOOD YARD	Z16551	10/27/2000	MIXED LOAD	42924	0	42924	\$28,329.84	*	\$28,329.84
CHEMETCO	ROCKWOOD YARD	Z17129	11/16/2000	MIXED LOAD	38065	892	37173	\$25,277.64	*	\$25,277.64
CHEMETCO	ROCKWOOD YARD	Z18275	12/27/2000	MIXED LOAD	42210	0	42210	\$28,702.80	*	\$28,702.80
CHEMETCO	KNOXVILLE YARD	Z66450	10/24/2000	MIXED LOAD	42153	399	41754	\$27,045.79	*	\$27,045.79
CHEMETCO	KNOXVILLE YARD	Z67312	10/30/2000	MIXED LOAD	37265	139	37126	\$24,177.36	*	\$24,177.36
CHEMETCO	KNOXVILLE YARD	Z71376	12/14/2000	MIXED LOAD	36598	388	36210	\$7,260.00	*	\$7,260.00
CHEMETCO	NASHVILLE YARD	Z84491	3/29/2001	MIXED LOAD	42880	1310	41570	\$29,244.50	*	\$29,244.50
CHEMETCO	NASHVILLE YARD	Z84492	3/29/2001	MIXED LOAD	43580	1557	42023	\$26,764.83	*	\$26,764.83
CHEMETCO	NASHVILLE YARD	Z86778	4/11/2001	MIXED LOAD	42880	864	42016	\$26,131.00	*	\$26,131.00
CHEMETCO	NASHVILLE YARD	R86778	4/11/2001	MIXED LOAD	-42880	-864	-42016	-\$26,131.00	*	-\$26,131.00
CHEMETCO	NASHVILLE YARD	Z86979	4/12/2001	MIXED LOAD	42880	864	42016	\$26,236.04	*	\$26,236.04
CHEMETCO	NASHVILLE YARD	Z92211	5/9/2001	MIXED LOAD	43664	779	42885	\$26,803.13	*	\$26,803.13
CHEMETCO	NASHVILLE YARD	Z89225	4/24/2001	MIXED LOAD	42460	132	42328	\$20,981.72	*	\$20,981.72
CHEMETCO	NASHVILLE YARD	Z95353	5/23/2001	MIXED LOAD	42240	0	42240	\$19,641.60	*	\$19,641.60
CHEMETCO	NASHVILLE YARD	Z95107	5/23/2001	MIXED LOAD	45140	1275	43865	\$28,249.06	*	\$28,249.06
CHEMETCO	NASHVILLE YARD	Z95357	5/24/2001	MIXED LOAD	39900	630	39270	\$23,803.71	*	\$23,803.71
CHEMETCO	NASHVILLE YARD	Z05047	7/23/2001	MIXED LOAD	43660	1788	41872	\$23,532.06	*	\$23,532.06
CHEMETCO	NASHVILLE YARD	Z08522	8/16/2001	MIXED LOAD	33580	977	32603	\$17,361.10	*	\$17,361.10
CHEMETCO	BIRMINGHAM YARD	Z49439	3/29/2001	MIXED LOAD	37755	0	37755	\$25,000.15	*	\$25,000.15
CHEMETCO	BIRMINGHAM YARD	Z49466	3/29/2001	MIXED LOAD	38619	0	38619	\$24,986.49	*	\$24,986.49
CHEMETCO	BIRMINGHAM YARD	Z49462	3/29/2001	MIXED LOAD	39556	0	39556	\$18,657.44	*	\$18,657.44
CHEMETCO	BIRMINGHAM YARD	Z50847	4/26/2001	MIXED LOAD	38990	0	38990	\$25,004.13	*	\$25,004.13
CHEMETCO	BIRMINGHAM YARD	Z50849	4/26/2001	MIXED LOAD	38282	0	38282	\$23,894.04	*	\$23,894.04
CHEMETCO	BIRMINGHAM YARD	R50847	4/26/2001	MIXED LOAD	-38990	0	-38990	-\$25,004.13	*	-\$25,004.13
CHEMETCO	BIRMINGHAM YARD	Z52027	5/22/2001	MIXED LOAD	39205	0	39205	\$25,130.41	*	\$25,130.41
CHEMETCO	BIRMINGHAM YARD	Z50941	4/27/2001	MIXED LOAD	38470	0	38470	\$16,737.61	*	\$16,737.61
CHEMETCO	BIRMINGHAM YARD	Z52418	5/30/2001	MIXED LOAD	38392	0	38392	\$25,052.39	*	\$25,052.39
CHEMETCO	BIRMINGHAM YARD	Z53661	6/15/2001	MIXED LOAD	39152	0	39152	\$23,021.38	*	\$23,021.38
CHEMETCO	BIRMINGHAM YARD	Z55036	7/19/2001	MIXED LOAD	38273	0	38273	\$17,442.27	*	\$17,442.27
CHEMETCO	CHATTANOOGA YARD	Z43104	2/20/2001	MIXED LOAD	38554	330	38224	\$25,552.74	*	\$25,552.74

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CHEMETCO	CHATTANOOGA YARD	Z44165	3/8/2001	MIXED LOAD	76720	32100	44620	\$29,560.75	*	\$29,560.75
CHEMETCO	CHATTANOOGA YARD	Z44262	3/9/2001	MIXED LOAD	41192	480	40712	\$26,340.66	*	\$26,340.66
CHEMETCO	CHATTANOOGA YARD	Z45596	3/29/2001	MIXED LOAD	42539	812	41727	\$20,232.58	*	\$20,232.58
CHEMETCO	CHATTANOOGA YARD	Z46974	4/19/2001	MIXED LOAD	41448	656	40792	\$25,596.98	*	\$25,596.98
CHEMETCO	CHATTANOOGA YARD	Z47612	4/27/2001	MIXED LOAD	43345	692	42653	\$26,485.83	*	\$26,485.83
CHEMETCO	CHATTANOOGA YARD	Z48890	5/22/2001	MIXED LOAD	42438	606	41832	\$26,145.00	*	\$26,145.00
CHEMETCO	CHATTANOOGA YARD	Z49250	5/30/2001	MIXED LOAD	72300	32780	39520	\$26,004.16	*	\$26,004.16
CHEMETCO	CHATTANOOGA YARD	Z51984	7/25/2001	MIXED LOAD	42954	194	42760	\$24,351.82	*	\$24,351.82
CHEMETCO	CHATTANOOGA YARD	Z54020	9/5/2001	MIXED LOAD	75000	32640	42360	\$22,895.58	*	\$22,895.58
CHEMETCO	ROCKWOOD YARD	Z21064	3/9/2001	MIXED LOAD	42642	0	42642	\$28,250.33	*	\$28,250.33
CHEMETCO	ROCKWOOD YARD	Z22523	4/12/2001	MIXED LOAD	42058	0	42058	\$27,863.43	*	\$27,863.43
CHEMETCO	ROCKWOOD YARD	Z23511	5/3/2001	MIXED LOAD	42288	0	42288	\$27,170.04	*	\$27,170.04
CHEMETCO	ROCKWOOD YARD	R23511	5/3/2001	MIXED LOAD	42288	0	42288	\$27,170.04	*	\$27,170.04
CHEMETCO	ROCKWOOD YARD	Z23812	5/10/2001	MIXED LOAD	42288	0	42288	\$26,172.59	*	\$26,172.59
CHEMETCO	ROCKWOOD YARD	Z25415	6/18/2001	MIXED LOAD	42359	0	42359	\$26,601.45	*	\$26,601.45
CHEMETCO	ROCKWOOD YARD	Z22932	4/20/2001	MIXED LOAD	39216	0	39216	\$17,334.39	*	\$17,334.39
CHEMETCO	ROCKWOOD YARD	Z27081	7/25/2001	MIXED LOAD	41963	0	41963	\$23,793.02	*	\$23,793.02
CHEMETCO	ROCKWOOD YARD	Z28531	8/27/2001	MIXED LOAD	42895	0	42895	\$22,476.98	*	\$22,476.98
CHEMETCO	ROCKWOOD YARD	Z29496	9/20/2001	MIXED LOAD	41628	0	41628	\$21,521.68	*	\$21,521.68
CHEMETCO	COOKEVILLE YARD	Z21179	5/29/2001	MIXED LOAD	39100	0	39100	\$25,727.80	*	\$25,727.80
CHEMETCO	MCKINLEY YARD	Z01046	4/13/2001	MIXED LOAD	42290	1494	40796	\$26,395.01	*	\$26,395.01
CHEMETCO	MCKINLEY YARD	Z01323	5/24/2001	MIXED LOAD	38372	0	38372	\$24,600.12	*	\$24,600.12
CHEMETCO	MCKINLEY YARD	Z01141	4/27/2001	MIXED LOAD	34173	0	34173	\$17,289.93	*	\$17,289.93
CHEMETCO	MCKINLEY YARD	Z01130	4/27/2001	MIXED LOAD	42568	0	42568	\$17,956.88	*	\$17,956.88
CHEMETCO	KNOXVILLE YARD	Z83610	3/28/2001	MIXED LOAD	43064	198	42866	\$29,943.93	*	\$29,943.93
CHEMETCO	KNOXVILLE YARD	Z83490	3/28/2001	MIXED LOAD	42572	604	41968	\$19,609.92	*	\$19,609.92
CHEMETCO	KNOXVILLE YARD	Z85661	4/12/2001	MIXED LOAD	42309	256	42053	\$25,991.08	*	\$25,991.08
CHEMETCO	KNOXVILLE YARD	Z90107	5/15/2001	MIXED LOAD	44059	329	43730	\$27,808.73	*	\$27,808.73
CHEMETCO	KNOXVILLE YARD	Z87457	4/25/2001	MIXED LOAD	41544	1314	40230	\$18,885.81	*	\$18,885.81
CHEMETCO	KNOXVILLE YARD	Z91495	5/17/2001	MIXED LOAD	39928	327	39601	\$24,615.68	*	\$24,615.68
CHEMETCO	KNOXVILLE YARD	Z94399	6/5/2001	MIXED LOAD	42788	98	42690	\$26,382.42	*	\$26,382.42
CHEMETCO	KNOXVILLE YARD	Z99050	7/20/2001	MIXED LOAD	42521	229	42292	\$23,927.39	*	\$23,927.39
										<b>4,995,501</b>

# Appendix C

Scrap Specification Circular

Institute of Scrap Recycling Industries, Inc.

# Scrap Specifications Circular 2012

Guidelines for  
Nonferrous Scrap  
Ferrous Scrap  
Glass Cullet  
Paper Stock  
Plastic Scrap  
Electronics Scrap  
Tire Scrap

EFFECTIVE 1/19/2012



Institute of  
Scrap Recycling  
Industries, Inc.

1615 L St. N.W., Suite 600  
Washington, DC 20036-5664  
Tel. 202/662-8500  
Fax 202/626-0900  
[www.isri.org](http://www.isri.org)

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## **PREFACE**

The standard specifications included in this Circular are intended to assist members in the buying and selling of their materials and products.

These specifications are derived from many sectors of the metals, paper stock, plastics, glass, and electronics industries and are constructed to represent the quality or composition of the materials bought and sold in the industry. The specifications are internationally accepted and are used throughout the world to trade the various commodities.

Parties to a transaction may specify particular variations or additions to these specifications as are suited for their specific transactions and for their individual convenience. Any deviation from the standard specifications, however, should be mutually agreed to and so stipulated in writing by the parties to the transactions.

ISRI maintains an Arbitration Service as a means of enabling members to settle differences between themselves or between one of them and a non-member.

In addition, the "Guidelines for Metals Transactions" contain supplementary information that will aid members in completing their business transactions. It is recommended that these Guidelines be reviewed and that members use them in conjunction with the actual specifications in the conduct of their business.

ISRI's *Scrap Specifications Circular* is posted in PDF format at least once per year on the ISRI web site. To ensure you have the most up-to-date version, visit [www.isri.org/specs](http://www.isri.org/specs).

**Issued by:**



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CIRCULAR 2012 BECAME EFFECTIVE Jan. 19, 2012,  
AND PREVAILS UNTIL SUPERSEDED.

## Rules Governing the Procedures for the Addition, Amendment, or Withdrawal of Specifications

- 1.0 *Initiation of Request.* Any person may file a request to add, amend or withdraw a specification by submitting such request in writing to the ISRI President.
- 2.0 The President shall refer such request to the Chairman of ISRI's Specifications Committee (the "Committee"), with copies to:
  - A. ISRI's Officers;
  - B. The chairman of any ISRI Division and/or Committee that might be affected by the specification.
- 3.0 *Notice.* Following its receipt, notice of the request shall be inserted in the *ISRI Focus* and a daily national trade publication such as *American Metal Market*. Such notice shall state:
  - A. The date, time and place at which the request will be considered by the Committee;
  - B. That the proceeding at which the request will be considered shall be open to the public;
  - C. That interested parties may participate in the proceeding by personal appearance or by submitting written comments;
  - D. A summary of the specification and the matter to be considered at the hearing.
- 4.0 *Committee Action.* Following presentation by all interested parties, the Committee shall review the request and:
  - A. Act upon it immediately, as set forth in Section 4.1; or
  - B. Refer it to a subcommittee for review and recommendation for action by the full Committee at its next meeting.
- 4.1 The Committee shall summarize the positions advocated by the various parties interested in the request and recommend to ISRI's Board of Directors what action should be taken.
- 5.0 *Board of Directors Action.* The Board of Directors, at its quarterly meeting at which the report and recommendation of the Committee has been made, shall adopt, amend, or reject the recommendation or table it pending further review and recommendation by the Committee.
- 5.1 Notice of the action taken by the Board shall be given to all interested parties who actively participated in the Committee proceeding and any other persons who have requested in writing notice of the Board's action. Notice of said action also shall be inserted in the *ISRI Focus* following the Board meeting at which said action was taken.
- 6.0 *Appeal.* On or before thirty days after the date of the notice required in Section 5.1, any party may appeal the decision of the Board by written notice to the President. Said appeal shall state the reasons thereof and the requested action to be taken. Notice of said appeal shall be given in accordance with Section 3.0.
- 6.1 The appeal shall be heard by the Board at its next quarterly meeting following receipt thereof.
- 6.2 The appellant and all interested parties shall be given at least twenty days notice of the date, time and place of the hearing, and like notice shall be inserted in the *ISRI Focus* at least twenty days prior to the hearing.
- 6.3 At the hearing, the appellant and any other interested party may appear either in person or by written presentation and state their reasons for the appeal.
- 6.4 The Board, following said hearing, shall review and act upon the appeal request. Notice of the Board's action shall be given in accordance with Section 5.1.
- 7.0 *Records.* ISRI shall maintain for not less than five years following the date of termination of the proceedings, records of the original request, summaries of the deliberations and recommendations of the Committee, action of the Board, summaries of the appeal and final decision, if any, of the Board, together with the positions of interested parties, copies of notices sent to interested parties and inserted in the *ISRI Focus* and national trade publications, written statements, and the reasons for recommendation and final action by the Committee and the Board.
- 7.1 Said records shall be available for review by the public upon reasonable notice.



## Guidelines for Nonferrous Scrap: NF-2012

**Note:** When the individual scrap grades in this Circular, denoted by the various code words, are used, an agreement between parties is also bound by the terms of "Apple" as it appears below, unless the terms and conditions of a specific contract provide otherwise, in which case the specific contractual provisions shall govern.

### CODE ITEM

#### Apple Nonferrous Terms

- a. Delivery of more or less of the specified quantity up to 3 percent is permissible.
- b. A ton shall be understood to be 2,000 pounds, unless otherwise specified.
- c. If any portion of the goods covered by a contract are unshipped or undelivered within the time specified in a contract, then that portion is subject to cancellation by the buyer and/or the buyer has the right to hold the seller responsible for substantiated damages.  
If, because of embargo and/or other conditions of force majeure, a delivery or shipment cannot be made by the time specified, the contract shall remain valid and shall be completed promptly upon lifting of the embargo and/or conditions of force majeure and the terms of said contract shall not be changed.
- d. If for any portion of a contract the buyer fails in a timely manner to open a Letter of Credit and/or fails to provide proper conveyance and/or shipping instructions as specified in the contract, then that portion is subject to cancellation by the seller and/or the seller has the right to hold the buyer responsible for substantiated damages.  
If, because of embargo and/or other conditions of force majeure, a delivery or shipment cannot be made by the time specified, the contract shall remain valid and shall be completed promptly upon lifting of the embargo and/or conditions of force majeure and the terms of said contract shall not be changed.
- e. If a significant weight or quality difference is apparent, the seller should be notified promptly and, if requested, another weight or quality determination should be taken. Seller and/or buyer should be given the opportunity to appoint an independent surveyor or a representative to verify weights and/or quality.  
For purposes of this section, the meaning of the word "significant" shall be determined by agreement between buyer and seller, depending on the commodities and their values.
- f. If it is mutually determined that goods delivered do not conform to the description specified in the contract, then the shipment is subject to rejection or downgrade.  
Disposition of, replacement of, and/or financial adjustment for rejected material shall be subjected to mutual agreement between buyer and seller. Seller is responsible for freight costs.  
Buyer is expected, however, to exert every effort to limit rejections only to that portion of the ship-

### CODE ITEM

ment which is unsortable and to return the rejected portion promptly upon request, if government regulations permit.

### RED METALS

#### Barley No. 1 COPPER WIRE

Shall consist of No. 1 bare, uncoated, unalloyed copper wire, not smaller than No. 16 B & S wire gauge. Green copper wire and hydraulically compacted material to be subject to agreement between buyer and seller.

#### Berry No. 1 COPPER WIRE

Shall consist of clean, untinned, uncoated, unalloyed copper wire and cable, not smaller than No. 16 B & S wire gauge, free of burnt wire which is brittle. Hydraulically briquetted copper subject to agreement.

#### Birch No. 2 COPPER WIRE

Shall consist of miscellaneous, unalloyed copper wire having a nominal 96% copper content (minimum 94%) as determined by electrolytic assay. Should be free of the following: Excessively leaded, tinned, soldered copper wire; brass and bronze wire; excessive oil content, iron, and non-metallics; copper wire from burning, containing insulation; hair wire; burnt wire which is brittle; and should be reasonably free of ash. Hydraulically briquetted copper subject to agreement.

#### Candy No. 1 HEAVY COPPER

Shall consist of clean, unalloyed, uncoated copper clippings, punchings, bus bars, commutator segments, and wire not less than 1/16 of an inch thick, free of burnt wire which is brittle; but may include clean copper tubing. Hydraulically briquetted copper subject to agreement.

#### Cliff No. 2 COPPER

Shall consist of miscellaneous, unalloyed copper scrap having a nominal 96% copper content (minimum 94%) as determined by electrolytic assay. Should be free of the following: Excessively leaded, tinned, soldered copper scrap; brasses and bronzes; excessive oil content, iron and non-metallics; copper tubing with other than copper connections or with sediment; copper wire from burning, containing insulation; hair wire; burnt wire which is brittle; and should be reasonably free of ash. Hydraulically briquetted copper subject to agreement.

#### Clove No. 1 COPPER WIRE NODULES

Shall consist of No. 1 bare, uncoated, unalloyed copper wire scrap nodules, chopped or shredded, free of tin, lead, zinc, aluminum, iron, other metallic impuri-

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Code 5



**CODE ITEM**

ties, insulation, and other foreign contamination. Minimum copper 99%. Gauge smaller than No. 16 B & S wire and hydraulically compacted material subject to agreement between buyer and seller.

**Cobra No. 2 COPPER WIRE NODULES**

Shall consist of No. 2 unalloyed copper wire scrap nodules, chopped or shredded, minimum 97% copper. Maximum metal impurities not to exceed 0.50% aluminum and 1% each of other metals or insulation. Hydraulically compacted material subject to agreement between buyer and seller.

**Cocoa COPPER WIRE NODULES**

Shall consist of unalloyed copper wire scrap nodules, chopped or shredded, minimum 99% copper. Shall be free of excessive insulation and other non-metallics. Maximum metal impurities as follows:

Aluminum	.05%	Antimony	.01%
Tin	.25%	Iron	.05%
Nickel	.05%		

Hydraulically compacted material subject to agreement between buyer and seller

**Dream LIGHT COPPER**

Shall consist of miscellaneous, unalloyed copper scrap having a nominal 92% copper content (minimum 88%) as determined by electrolytic assay and shall consist of sheet copper, gutters, downspouts, kettles, boilers, and similar scrap. Should be free of the following: Burnt hair wire; copper clad; plating racks; grindings; copper wire from burning, containing insulation; radiators and fire extinguishers; refrigerator units; electrotype shells; screening; excessively leaded, tinned, soldered scrap; brasses and bronzes; excessive oil, iron and non-metallics; and should be reasonably free of ash. Hydraulically briquetted copper subject to agreement. Any items excluded in this grade are also excluded in the higher grades above.

**Drink REFINERY BRASS**

Shall contain a minimum of 61.3% copper and maximum 5% iron and to consist of brass and bronze solids and turnings, and alloyed and contaminated copper scrap. Shall be free of insulated wire, grindings, electrotype shells and non-metallics. Hydraulically briquetted material subject to agreement.

**Drove COPPER-BEARING SCRAP**

Shall consist of miscellaneous copper-containing skimmings, grindings, ashes, iron brass and copper, residues and slags. Shall be free of insulated wires; copper chlorides; unprepared tangled material; large motors; pyrophoric material; asbestos brake linings; furnace bottoms; high lead materials; graphite crucibles; and noxious and explosive materials. Fine powdered material by agreement. Hydraulically briquetted material subject to agreement.

**Druid INSULATED COPPER WIRE SCRAP**

Shall consist of copper wire scrap with various types of insulation. To be sold on a sample or recovery basis, subject to agreement between buyer and seller.

**CODE ITEM****Ebony COMPOSITION OR RED BRASS**

Shall consist of red brass scrap, valves, machinery bearings and other machinery parts, including miscellaneous castings made of copper, tin, zinc, and/or lead. Shall be free of semi-red brass castings (78% to 81% copper); railroad car boxes and other similar high-lead alloys; cocks and faucets; closed water meters; gates; pot pieces; ingots and burned brass; aluminum, silicon, and manganese bronzes; iron and non-metallics. No piece to measure more than 12" over any one part or weigh over 100 lbs. Heavier pieces acceptable upon mutual agreement between buyer and seller.

**Eland HIGH GRADE-LOW LEAD BRONZE/BRASS SOLIDS**

It is recommended these materials be sold by analysis.

**Elder GENUINE BABBITT-LINED BRASS BUSHINGS**

Shall consist of red brass bushings and bearings from automobiles and other machinery, shall contain not less than 12% high tin-base babbitt, and shall be free of iron-backed bearings.

**Elias HIGH LEAD BRONZE SOLIDS AND BORINGS**

It is recommended that these materials be sold on sample or analysis.

**Enerv RED BRASS COMPOSITION TURNINGS**

Shall consist of turnings from red brass composition material and should be sold subject to sample or analysis.

**Engel MACHINERY OR HARD BRASS SOLIDS**

Shall have a copper content of not less than 75%, a tin content of not less than 6%, and a lead content of not less than 6% nor more than 11%, and total impurities, exclusive of zinc, antimony, and nickel of not more than 0.75%; the antimony content not to exceed 0.50%. Shall be free of lined and unlined standard red car boxes.

**Erin MACHINERY OR HARD BRASS BORINGS**

Shall have a copper content of not less than 75%, a tin content of not less than 6%, and a lead content of not less than 6% nor more than 11%, and the total impurities, exclusive of zinc, antimony, and nickel of not more than 0.75%; the antimony content not to exceed 0.50%.

**Fence UNLINED STANDARD RED CAR BOXES (CLEAN JOURNALS)**

Shall consist of standard unlined and/or sweated railroad boxes and unlined and/or sweated car journal bearings, free of yellow boxes and iron-backed boxes.

**Ferry LINED STANDARD RED CAR BOXES (LINED JOURNALS)**

Shall consist of standard babbitt-lined railroad boxes and/or babbitt-lined car journal bearings, free of yellow boxes and iron-backed boxes.

**Grape COCKS AND FAUCETS**

Shall consist of mixed clean red and yellow brass, including chrome or nickel-plated, free of gas cocks, beer faucets, and aluminum and zinc base die cast material, and to contain a minimum of 35% semi-red.



## CODE ITEM

**Honey YELLOW BRASS SCRAP**

Shall consist of mixed yellow brass solids, including brass castings, rolled brass, rod brass, tubing and miscellaneous yellow brasses, including plated brass. Must be free of manganese-bronze, aluminum-bronze, unsweated radiators or radiator parts, iron, and excessively dirty and corroded materials. Must also be free of any type of munitions including, but not limited to, bullet casings.

**Ivory YELLOW BRASS CASTINGS**

Shall consist of yellow brass castings in crucible shape, no piece to measure more than 12 inches over any one part; and shall be free of brass forgings, silicon bronze, aluminum bronze and manganese bronze, and not to contain more than 15% nickel plated material.

**Label NEW BRASS CLIPPINGS**

Shall consist of the cuttings of new unleaded yellow brass sheet or plate, to be clean and free from foreign substances and not to contain more than 10% of clean brass punchings under 1/4 inch. To be free of Muntz metal and naval brass.

**Lace BRASS SHELL CASES WITHOUT PRIMERS**

Shall consist of clean fired 70/30 brass shell cases free of primers and any other foreign material.

**Lady BRASS SHELL CASES WITH PRIMERS**

Shall consist of clean fired 70/30 brass shell cases containing the brass primers, and containing no other foreign material.

**Lake BRASS SMALL ARMS AND RIFLE SHELLS, CLEAN FIRED**

Shall consist of clean fired 70/30 brass shells free of bullets, iron and any other foreign material.

**Lamb BRASS SMALL ARMS AND RIFLE SHELLS, CLEAN MUFFLED (POPPED)**

Shall consist of clean muffled (popped) 70/30 brass shells free of bullets, iron and any other foreign material.

**Lark YELLOW BRASS PRIMER**

Shall consist of clean yellow brass primers, burnt or unburnt. Shall be free of iron, excessive dirt, corrosion and any other foreign material.

**Maize MIXED NEW NICKEL SILVER CLIPPINGS**

Shall consist of one or more nickel silver alloys and the range of nickel content to be specified, free of chrome or any other plating material. Leaded nickel silver clippings should be packed and sold separately. Not to contain more than 10% of clean punchings under 1/4 inch.

**Major NEW NICKEL SILVER CLIPPINGS AND SOLIDS**

Shall consist of new, clean nickel silver clippings, plate, rod and forgings, and other rolled shapes, free of chrome or any other plating material. Must be sold on nickel content specifications such as 10%-12%-15%-18%-20%. Leaded nickel silver clippings should be packed and sold separately. A description as to its physical characteristics should be made in offering all nickel silver material.

## CODE ITEM

**Malar NEW SEGREGATED NICKEL SILVER CLIPPINGS**

Shall consist of one specified nickel silver alloy. Not to contain more than 10% of clean punchings under 1/4 inch.

**Malic OLD NICKEL SILVER**

Shall consist of old nickel silver sheet, pipe, rod, tubes, wire, screen, soldered or unsoldered. Must not be trimmed seams alone, and must also be free of foreign substances, iron rimmed material and other metals.

**Melon BRASS PIPE**

Shall consist of brass pipe free of plated and soldered materials or pipes with cast brass connections. To be sound, clean pipes free of sediment and condenser tubes.

**Naggy NICKEL SILVER CASTINGS**

To be packed and sold separately.

**Niece NICKEL SILVER TURNINGS**

To be sold by sample or analysis.

**Night YELLOW BRASS ROD TURNINGS**

Shall consist strictly of rod turnings, free of aluminum, manganese, composition, Tobin and Muntz metal turnings; not to contain over 3% free iron, oil or other moisture; to be free of grindings and babbitts; to contain not more than 0.30% tin and not more than 0.15% alloyed iron.

**Noble NEW YELLOW BRASS ROD ENDS**

Shall consist of new, clean rod ends from free turning brass rods or forging rods, not to contain more than 0.30% tin and not more than 0.15% alloyed iron. To be free of Muntz metal and naval brass or any other alloys. To be in pieces not larger than 12" and free of foreign matter.

**Nomad YELLOW BRASS TURNINGS**

Shall consist of yellow brass turnings, free of aluminum, manganese and composition turnings, not to contain over 3% of free iron, oil or other moisture; to be free of grindings and babbitts. To avoid dispute, to be sold subject to sample or analysis.

**Ocean MIXED UNSWEATED AUTO RADIATORS**

Shall consist of mixed automobile radiators, to be free of aluminum radiators, and iron-finned radiators. All radiators to be subject to deduction of actual iron. The tonnage specification should cover the gross weight of the radiators, unless otherwise specified.

**Pales ADMIRALTY BRASS CONDENSER TUBES**

Shall consist of clean sound Admiralty condenser tubing which may be plated or unplated, free of nickel alloy, aluminum alloy, and corroded material.

**Pallu ALUMINUM BRASS CONDENSER TUBES**

Shall consist of clean sound condenser tubing which may be plated or unplated, free of nickel alloy and corroded material.

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Shall consist of clean 18-8 type stainless steel turnings containing a minimum 7% nickel and 16% chrome, and to be free of nonferrous metals, non-metallics, excessive iron, oil and other contaminants. Particulars concerning physical description, assay, and packaging to be agreed upon between buyer and seller.

**Vaunt EDISON BATTERIES**

Nickel-iron batteries to be sold free of crates, copper terminal connectors, and excess liquid. Must be free of nickel cadmium batteries.

**MIXED METALS****Elmo MIXED ELECTRIC MOTORS**

Shall consist of whole electric motors and/or dismantled electric motor parts that are primarily copper-wound. May contain aluminum-wound material, subject to agreement between buyer and seller. No excessive steel attachments such as gear reducers, iron bases, and pumps, or loose free iron allowed. Specification not to include sealed units or cast iron compressors.

**Shelmo SHREDDED ELECTRIC MOTORS (also called "shredder pickings" or "meatballs")**

Shall consist of mixed copper-bearing material from ferrous shredding, comprised of motors without cases. May contain aluminum-wound material and insulated copper harness wire, subject to agreement between buyer and seller. Trace percentages of other contaminants and fines may be present. No free iron or sealed units.

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**Zebra (High Density)**

Shall consist of high-density nonferrous metals produced by media separation technology containing brass, copper, zinc, nonmagnetic stainless steel, and copper wire. Material to be dry and free from excess oxidation. The percentage and types of metals other than these, as well as the percentage and types of nonmetallic contamination, are to be agreed upon between the buyer and seller.

**Zeppelin (Light Density)**

Shall consist of light-density nonferrous metals produced by media separation technology and contain thin-gauge aluminum and magnesium. Material to be dry and free from excess oxidation. The percentage and types of metals other than aluminum and magnesium, as well as the percentage and types of nonmetallic contamination, are to be agreed upon between the buyer and seller.

**Zorba SHREDDED NONFERROUS SCRAP (predominantly aluminum)**

Shall be made up of a combination of the nonferrous metals: aluminum, copper, lead, magnesium, stainless steel, nickel, tin, and zinc, in elemental or alloyed (solid) form. The percentage of each metal within the nonferrous concentrate shall be subject to agreement between buyer and seller. Material generated by eddy current, air separation, flotation, screening, other segregation technique(s), or a

**CODE ITEM**

combination thereof. Shall have passed one or more magnets to reduce or eliminate free iron and/or large iron attachments. Shall be free of radioactive material, dross, or ash. Material to be bought/sold under this guideline shall be identified as "Zorba" with a number to follow indicating the estimated percentage nonferrous metal content of the material (e.g., "Zorba 90" means the material contains approximately 90% nonferrous metal content). May also be screened to permit description by specific size ranges.

**Zurik SHREDDED NONFERROUS SENSOR SORTED SCRAP (predominantly stainless steel)**

Shall be made up of a combination of the nonferrous metals: stainless steel, insulated copper wire, aluminum, copper, lead, magnesium, nickel, tin, and zinc, in elemental or alloyed (solid) form. The percentage of each metal within the nonferrous concentrate shall be subject to agreement between buyer and seller. Material generated by computer sensing equipment (e.g., induction sensor sorting or X-ray) technique(s). Shall have passed one or more magnets to reduce or eliminate free iron and/or large iron attachments. Shall be free of radioactive material, dross, or ash. Material to be bought/sold under this guideline shall be identified as "Zurik" with a number to follow indicating the estimated percentage nonferrous content of the material (e.g., "Zurik 90" means the material contains approximately 90% nonferrous metal content). May also be screened to permit description by specific size ranges.

**OTHER****Ranch BLOCK TIN**

Block tin must assay minimum of 98% tin, and to be free of liquids, solder, and brass connections, pewter, pumps, pot pieces, and dirt.

**Ranks PEWTER**

Shall consist of tableware and soda-fountain boxes but should contain a minimum of 84% tin. Siphon tops to be accounted for separately. Material must be free of brass, zinc, and other foreign metals.

**Raves HIGH TIN BASE BABBITT**

Shall contain a minimum of 78% tin and be free of brassy or zincy metals.

**Roses MIXED COMMON BABBITT**

Shall consist of lead base bearing metal containing not less than 8% tin, free from Allens metal, ornamental, antimonial and type metal. Must be free from all zinc and excessive copper in the alloy.

**Identification Checklist for Precious Metals**

This Identification Check List for Precious Metals sets up a general basis for identifying types and grades of precious

# Appendix D

## PSC Metals Scrap Acceptance Policy



## **INBOUND SCRAP QUALITY PROGRAM**

### **List of Prohibited Scrap / June 2011**

PSC Metals is dedicated to recycling your materials in a safe, efficient and environmentally responsible manner that complies with federal, state and local laws. To this end, we cannot accept the following materials:

**Free-flowing liquids** associated with scrap (gasoline, oil, paint, anti-freeze, lubricants, water, etc.).

**Radioactive Materials** of any type (military scrap, medical scrap, radioactive sources).

**Non-Metallic Materials** (tires, garbage, wood, concrete, plastic, glass, cardboard, paper, dirt, etc.).

**Scrap Containing Residue From Hazardous Materials/Wastes** such as PCBs, Asbestos, Mercury, Freon/CFCs, Cadmium, or Lead. Some examples of these materials include:

- \* PCB-containing ballasts
- \* PCB-containing transformers
- \* Fluorescent light fixtures containing PCBs
- \* Appliances containing PCB Capacitors or Refrigerants (Freon/CFCs)
- \* PCB-containing capacitors
- \* Automobile Air Bags
- \* Mercury vapor lamps

#### **Electronic Scrap**

- \* Computers (cases are acceptable, but no circuit boards)
- \* Printers
- \* Copiers
- \* Fax Machines
- \* Monitors

**Explosives** of any type, including gunpowder, weaponry, artillery and live ammunition.

**Corrosive Materials** of any type.

**Poisonous, Infectious Materials, or Chemicals in Solid, Powder, Liquid, or Gaseous Form**

**Pressurized or Closed Containers** (propane tanks, compressed gas tanks/cylinders, aerosol cans, intact/uncut bulk storage tanks, uncut / un-vented gas tanks, fire extinguishers, etc.).

**Flammable Materials** (gasoline, kerosene, etc.).

**Drums** unless the drums have been de-headed/open-top, have been cleaned and purged and have had DOT labels removed, and no longer pose a chemical risk to human health and/or the environment.

In accordance with applicable laws, we enforce our inbound scrap quality program using specialized equipment (i.e. radiation detectors), supplier contracts (i.e. CFC certifications) and careful inspection of incoming scrap loads and vehicles. We appreciate your business, and we thank you for your continued support for our inbound scrap metal quality program.



# Appendix E

PSC Metals Audit Report

Chemetco

July 27, 2000

# PHILIP SERVICES CORPORATION

## INDUSTRIAL SERVICES GROUP

Third Party Vendor and Waste Contractor

Audit Qualification Questionnaire

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*Talk to  
Controller for  
Financial Info.*

Date: 7/27/00

Facility: Chemetco  
Address: Rt 3 & Oldenburg Rd.  
Hartford, IL 62048

Auditors: Steve Forystek  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# PHILIP SERVICES CORPORATION - INDUSTRIAL SERVICES GROUP

## FACILITY AUDIT FORM

### I. CORPORATE DATA

### II. SITE DATA

- A. General Site Data
- B. Site Financial/Insurance Factors
- C. Site Environmental Factors
- D. Site Management Factors
- E. Site Permits and Regulatory Factors

### III. GENERAL FACILITY STANDARDS

- A. Security
- B. Safety
- C. Emergency Response
- D. Laboratory
- E. Monitoring
- F. Environmental Monitoring
- G. Transportation
- H. Waste Receipt and Shipping
- I. Waste Acceptance

### IV. FACILITY CAPABILITIES AND CAPABILITY SCHEDULES

(Check Attached Schedules)

- ☒ A. Container Storage. L 90 days LRG Baghouse bags, filter cloth.
- ☒ B. Tanks AGT - gas and diesel, all 2nd cont., Caustic.
- ☒ C. Waste piles Zn Oxide bunker. 1 RCRA unit
- ☒ D. X Surface Impoundments 1 RCRA unit, SW impoundment / historic cooling water.
- ☒ E. Solvent Recovery
- ☒ F. Carbon Regeneration
- ☒ G. Resource Recovery
- ☒ H. Incineration
- ☒ I. Special Waste Physical/Chemical/Biological Treatment
- ☒ J. Facility Wastewater Treatment
- ☒ K. Landfarm
- ☒ L. Sanitary Landfill
- ☒ M. Secure Chemical Landfill
- ☒ N. Deep Well Injection
- ☒ O. Other Facility Capabilities (i.e. Solidification/Fixation of incoming waste containing free liquids)

Raw material by trucks  
Loads inspected, 10% sampling

Copper anodes  
Lead / tin solder  
Iron Silicate slag  
- granulated  
Zinc Oxide  
- zinc smelter

Accept materials  
with various  
amounts of  
copper.

Do not accept  
haz wastes.  
Entire yard  
concrete  
NPDES  
permit /  
one point  
source

I. CORPORATE DATA

1. Company Name and Mailing Address:

Chemetco, Inc.  
Hartford, IL 62048

2. EPA ID #: ILD 048843809 / IL0002055291

3. Facility Rep: Heather Young Phone: 1-800-444-5564 x 268

4. Parent Company: Pioneer Metals. (Privately held)

5. Year Company was established: 1970

6. Owner Land: Chemetco 300 acres

7. Owner Facility: Chemetco facility 41 acres.

current  
owner  
1993

8. Previous Facility Owner: \_\_\_\_\_; Use Agricultural

9. Original Facility Owner: \_\_\_\_\_; Use 11

10. Original Owner Started Facility in 1970  
Current Owner Purchased Facility in 1973

11. Other Similar Facilities (with locations) Owned/Operated by Warehouses, no other  
Current Owner: \_\_\_\_\_ operations

12. Scrap Copper scrap recyc. Yes  
Is waste management the company's principal business? Yes  
If not, describe the Company's principal business (e.g. chemical manufacturing, formulating, distribution, etc.): Covered bldgs - Scrap not exposed.

13. Estimated Percent of Interstate Business:    %     
Estimated Percent of Intrastate Business:    %

14. List names of major generator clients: \_\_\_\_\_

Get

## II. SITE DATA

### A. General Site Data

1. Site Address and Location (Give detail on approach trucks would take to the site):

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2. Principal Contact At Site:

Name: Heather Young

Title: \_\_\_\_\_

Telephone #: 1-800-444-5564 x 268 fax (618) 254-9492

Total Site Size: \_\_\_\_\_

<u>41</u>	Number of Acres Under Permit
_____	Total Area Used Up
_____	Total Area In Use At Present Time
<u>300</u>	Total Area Available For Expansion

3. Do operations in addition to ~~waste treatment/disposal~~ <sup>scrap processing</sup> take place at the site?  
YES \_\_\_\_\_ NO X

If YES, list other operations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## II. SITE DATA (continued)

### B. Site Financial/Insurance Factors

1. Does the site have worker's compensation? YES ☒ NO ☐  
Carrier: \_\_\_\_\_
2. Does the site have general liability insurance? YES ☒ NO ☐  
Carrier: \_\_\_\_\_
3. Does the site have an umbrella policy coverage? YES ☒ NO ☐
4. Does the site have a funding instrument to cover the amount necessary to close the facility?  
YES ☒ NO ☐  
Amount: \_\_\_\_\_  
Type of Instrument: \_\_\_\_\_
5. Does the site have a funding instrument for post closure? YES ☒ NO ☐  
Amount: \_\_\_\_\_  
Type of instrument: \_\_\_\_\_

**\*\* ATTACH A COPY OF ALL CERTIFICATES OF INSURANCE \*\***

### C. Site Environmental Factors

1. Nearest neighbors to the site:  
Residential: 500' west  
Agricultural: perimeter of site.  
Commercial: 2 miles  
Industrial: 2 miles

## II. SITE DATA (continued)

2. Do neighbors use wells for:

Drinking water supply?:

YES ☒ NO ☐

Industrial water supply?:

YES ☒ NO ☐

Use municipal water?:

YES ☐ NO ☒

*Plant - bottled  
water.  
Shower -  
deep well*

3. Nearest water resource and its use (Select closest stream, river, and/or lake; give distance in miles):

Intermittent creek (Long Lake)  
on site. 200' from plant.

4. Nearest water resource used for drinking water (distance in miles):

Mississippi R. 10 miles.

### D. Site Management Factors

1. Site Employees

140 Total Number of Site Employees  
☐ Administration  
☐ Chemists  
☐ Engineers and Other Technical Professionals  
☐ Laboratory Technicians  
☐ Operational/Production Personnel  
☐ Transport  
☐ Sales

2. Training

Does the Company have a formal operator training program?

YES ☒ NO ☐

If YES, are training records maintained?

YES ☒ NO ☐

3. Self Inspection

Does site perform self-inspections or audits?

YES ☒ NO ☐

If YES, with what frequency? Ongoing. Daily, weekly, monthly.

## II. SITE DATA (continued)

### 4. Site Management

1 1/2 yrs. How long has current site manager been at this site?  
\_\_\_\_ With the company?  
\_\_\_\_ In the waste management business?  
Scrap

3 member mgmt. team.  
Owner on site.  
John  
Santez.

### E. Site Permits and Regulatory Factors

1. Part "A" Status (Attach copy of Part "A") 1990's.

Yes

### 2. RCRA Part B Dates:

Requested \_\_\_\_\_ Submitted \_\_\_\_\_ Judged Completed \_\_\_\_\_

Permit Issued \_\_\_\_\_ Provisions for expansion? \_\_\_\_\_

Submitted  
and  
withdrawn

### 3. Agency inspections during last year and/or previous ones unsettled:

Last Inspection Date: Oct 1999 #2 Inspection Date: Oct 1998

Agency IL EPA

IL EPA

Violations No New.

5/6 violations

drum/bag  
storage,  
bunker

Compliance Plan several historical.

Status \_\_\_\_\_

\_\_\_\_\_

Restrictions \_\_\_\_\_

\_\_\_\_\_

### 4. Federal, State, County, or local permits and/or licenses held by the facility or transporter (obtain & attach current copies):

Permit	Issuing Agency	Permit #s	Date Expires
Hazardous Waste	_____	_____	_____
Solid Waste	_____	_____	_____
Water Discharge	_____	_____	_____
Air Emissions	_____	_____	_____
Other	_____	_____	_____

List  
get



5. Has the site had formal violation notices or fine? Yes X No     

6. How many violations in the last two (2) years? Yes

F. Site Permits and Regulatory Factors Continued

7. List violations and dates of issue:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Get

8. Is the site currently under a compliance agreement or other enforcement action from any environmental regulatory agency? Yes X No     

9. If so, summarize: ① Evaluate, improve bayhouse. ② Inspect duct system, submit upgrade report.

10. In the operator's opinion, what is the sites relationship (excellent, good, fair, etc.) with the surrounding community?

Fair/Good pipe into Long Lake.

11. With the media?

\_\_\_\_\_

III. GENERAL FACILITY STANDARDS

A. Facility Security

- |    |                                       |                 |                |
|----|---------------------------------------|-----------------|----------------|
| 1. | Is access to the facility controlled? | Yes <u>X</u>    | No <u>    </u> |
| 2. | Visitor Passes                        | Yes <u>    </u> | No <u>X</u>    |
| 3. | Visitor Log Book                      | Yes <u>X</u>    | No <u>    </u> |
| 4. | Is the facility fenced in completely? | Yes <u>X</u>    | No <u>    </u> |
| 5. | Is vehicular traffic controlled?      | Yes <u>X</u>    | No <u>    </u> |
| 6. | Is area lighted?                      | Yes <u>X</u>    | No <u>    </u> |
| 7. | Is facility guarded?                  | Yes <u>X</u>    | No <u>    </u> |

If Yes, when is it guarded - 24 hours per day, after normal working hours, etc.?)

24/7

8. Does the facility have

An internal communications or alarm system capable of providing immediate emergency instructions to facility personnel?

Yes X No     

discussed with  
late Sept 96  
Applied  
for  
Remedial  
Action  
Permit  
to  
Remed.  
Long Lake.

Trial  
Complete,  
awaiting  
fine.

Alarm/  
Radio

A device at the scene of operations capable of summoning emergency assistance from police, fire department, etc.

Yes ☒ No ☐

B. Safety

1. Does the site have a safety plan covering all site operations?

Yes ☒ No ☐

2. Is medical monitoring of employees conducted?

Yes ☒ No ☐

*Contingency Plan  
Emergency Plan  
SPCC Plan  
Lead exposures,  
Job switching.*

C. Emergency Response

1. Is the following fire protection equipment available on site?

Pressurized hydrants/monitors

Yes ☒ No ☐

Fire Truck (Water Truck)

Yes ☒ No ☐

Chemical/Foam Extinguishers

Yes ☒ No ☐

2. How many miles to nearest outside emergency fire protection assistance?

10 miles

3. Does site have emergency response agreements with:

Local Hospital?

Yes ☒ No ☐

Police?

Yes ☒ No ☐

Spill Response Contractor?

Yes ☒ No ☒

D. Laboratory Services

1. Which of the following pieces of equipment does the laboratory have on hand:

Gas Chromatograph

Yes ☐ No ☐

Atomic Absorption Unit

Yes ☐ No ☐

Mass Spectrometer

Yes ☐ No ☐

Pensky Martins Flash Point Tester

Yes ☐ No ☐

Bomb Calorimeter

Yes ☐ No ☐

Ventilation Hood

Yes ☐ No ☐

Other \_\_\_\_\_

*Same*

2. What are the laboratory operating hours? \_\_\_\_\_

3. What certifications does the laboratory have? QC

4. Name the principal chemist contact on site.

5. Where does the lab waste go? \_\_\_\_\_

#### E. Environmental Monitoring

##### 1. Ground Water Monitoring

a. Is ground water monitoring conducted on site? Yes ☒ No ☐

28-30 Total number of monitoring wells

\_\_\_\_\_ Number of wells downgradient } per meter

\_\_\_\_\_ Number of wells upgradient

\_\_\_\_\_ Age range of wells 75% - last 5 yrs, rest last 10.

b. Has monitoring indicated ground-water contamination? Yes ☒ No ☐

If Yes, describe: Shallow sand lens.

1983 corrective action. Remove, re-use  
in plant. Regional aquifer sporadic hits.

c. Frequency of Monitoring? Quarterly

d. Parameters monitored Metals, Ph, Tox, TOC,

##### 2. Surface Water Monitoring

a. Does the site have a water discharge permit? Yes ☒ No ☐

If Yes, list streams discharged by permit: NPDES outfall monthly

b. Key parameters tested: metals, BOD, Chlorine, TSS,

Hexane, O&G.

c. Has the site had a chronic or major violations in reference to the discharge permit?

If Yes, describe: Long Lake. Some exceedances '90-'96

Mn, Ni, Zn.

d. Does the site conduct any off-site monitoring of nearby rivers, streams, or waterways?

Yes ☐ No ☒

1,000,000 gal retention basis.

TACO directives  
approach  
used

If Yes, is there any evidence of environmental damage caused by site activities?

If Yes, describe: Long Lake, Yes ☒ No ☐

### 3. Sewer Discharge Monitoring

a. Does the site have a permit to discharge an offsite treatment facility?

Yes ☐ No ☒

b. Is the discharge monitored?

Yes ☐ No ☒

If Yes, what are the key parameters? \_\_\_\_\_

c. How often are the samples collected? \_\_\_\_\_

d. Is discharge monitored by automatic, proportional flow sampler?

Yes ☐ No ☐

If Yes, are the composite samples kept chilled?

Yes ☐ No ☐

e. Has the site had chronic problems in meeting sewer discharge standards?

Yes ☐ No ☐

### 4. Air Monitoring

a. Does the site conduct air monitoring of specific sources?

Yes ☒ No ☐

If so, list sources: Ambient - every 6 days.

b. Is there an automatic shutoff in the event that regulated levels are exceeded?

Yes ☐ No ☒

c. Does the site conduct ambient air monitoring?

Yes ☒ No ☐

d. Has monitoring indicated any off-site pollution problems?

Yes ☐ No ☒

If Yes, describe: \_\_\_\_\_

### G. Transportation

1. In-house trucking capability

\_\_\_ Numbers of tractors

\_\_\_ Number of trailers (total)

\_\_\_ Vacuum trucks or bulk liquid trailers

\_\_\_ Dumps

\_\_\_ Vans

- ☐ Roll-Offs
- ☐ Flatbeds
- ☐ Other \_\_\_\_\_

2. Are trucks rinsed out on site? Yes ☒ No ☐  
 If Yes, how is the rinse water handled? On containment or into SW ponds.

#### H. Waste Receipt and Shipping

1. Indicate number of each type of receiving/shipping facility:

- ☐ Truck bulk loading/unloading racks
- ☐ Rail car bulk loading/unloading racks
- ☒ Truck drum docks
- ☐ Rail car drum docks
- ☐ Barge slips
- ☐ Ship docks
- ☐ Pipeline

*Rail outbound*

2. Is there a scale to weigh vehicles? Yes ☒ No ☐

3. Are loading/unloading areas underlain by impermeable materials? Yes ☒ No ☐

If Yes, what materials? \_\_\_\_\_

*75% interviews.*

#### I. Waste Acceptance

1. Outline the procedures or sequence of events to accept a new waste:

Buyers / traders. Describe, cut a deal.

2. Does the site have a formal (written) waste analysis plan?

Yes ☐ No ☐

If Yes, briefly summarize key components: \_\_\_\_\_

3. What parameter are used to fingerprint incoming waste? \_\_\_\_\_

4. For a bulk load, how many samples are taken? \_\_\_\_\_

Are these composite or analyzed separately? Yes ☐ No ☐

5. For a drum load, what percent drums are sampled? \_\_\_\_\_ %
6. How is the waste tracked at the facility? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Are unloading facilities curbed and/or have collection sumps?  
Yes\_\_\_ No\_\_\_  
\_\_\_\_\_
8. Time required to accept a waste stream? \_\_\_\_\_

#### **IV. FACILITY CAPABILITIES AND CAPABILITY SCHEDULES**

Check past and present waste management methods at this site.

	<b>Current Practices</b>	<b>Past Practices</b>
A. Container Storage	_____	_____
B. Tanks	_____	_____
C. Waste piles	_____	_____
D. Surface Impoundment	_____	_____
E. Solvent Recovery	_____	_____
F. Carbon Regeneration	_____	_____
G. Resource Recovery	_____	_____
H. Incineration	_____	_____
I. Special Waste Physical/Chemical/ Biological Treatment (Waste Fuel Burning)	_____	_____
J. Facility Waste Water Treatment	_____	_____
K. Landfarm	_____	_____
L. Sanitary Landfill	_____	_____
M. Secure Chemical Landfill	_____	_____
N. Deep Well Injection	_____	_____
O. Other Facility Capabilities	_____	_____

For each current disposal/treatment method checked attach the corresponding schedule.

## SCHEDULE A

### CONTAINERS

1. Estimate the number and type(s) of containers:

☐ Drums  
☐ Hoppers  
☐ Roll-off boxes  
☐ Other

Waste - Gaylord's, Super sacks, Drums.

2. Describe container storage facilities (e.g., in/outdoors, covered or not, run-off/on control, etc.)

Covered indoors.

3. Are container (s) placed on an impermeable liner or concrete pad?

Yes ☒ No ☐

If Yes, what? Conc pad.

4. Is there a container decant facility?

Yes ☐ No ☐

If Yes, is there a fire suppression system?

Yes ☐ No ☐

What type? \_\_\_\_\_

5. What happens to empty containers?

☒ Reused  
☐ Reconditioned  
☐ Landfilled  
☐ Other \_\_\_\_\_

6. Are fiber/plastic drums incinerated?

Yes ☐ No ☒

If Yes, what is the maximum size of drums incinerated? \_\_\_\_\_



# SCHEDULE B

## TANKS

12,000 gals.  
RCHA tank.  
black acid tank.

H<sub>2</sub>SO<sub>4</sub>

1. Are tanks used for storage?  
If Yes, tanks are used to store:

Yes\_\_\_ No\_\_\_

\_\_\_\_ New Products  
\_\_\_\_ Raw Materials  
\_\_\_\_ Wastes  
\_\_\_\_ Fuel

Undergoing clean closure.

2. Are tanks used for treatment?  
If Yes, what type of treatment?\_\_\_\_\_

Yes\_\_\_ No\_\_\_

Process shut down

3. \_\_\_\_\_ How many above-ground tanks are located at the site?  
\_\_\_\_\_ How many underground tanks (including inground tanks) are located at the site?

in 1993.

4. For above-ground tanks, describe the following:

\_\_\_\_ Number  
\_\_\_\_ Capacity (range)  
\_\_\_\_ Age (range)  
\_\_\_\_ Contents (waste/fuel/other)  
\_\_\_\_ Composition (fiberglass/steel/other)  
\_\_\_\_ Construction (enclosed, open-top, prefabricated, constructed in place)

5. Do above-ground tanks have feed cut-off systems? Yes\_\_\_ No\_\_\_  
If Yes, are they manual or automatic?\_\_\_\_\_

6. Do above-ground tanks have secondary containment? Yes\_\_\_ No\_\_\_  
If Yes, give type:\_\_\_\_\_

7. For underground tanks, describe the following:

10 Number  
\_\_\_\_ Capacity (range)  
\_\_\_\_ Age (range)  
\_\_\_\_ Contents (waste/fuel/other)  
X Composition (fiberglass/steel/other) *Caustic is poly.*  
\_\_\_\_ Construction (enclosed, open-top, prefabricated, constructed in place)

8. Do underground tanks have secondary protection or containment?

Yes\_\_\_ NoX

If Yes, describe:\_\_\_\_\_

*Get List  
4 Diesel, 2 acid  
oil, 1 caustic  
none, stop oil*

9. For all tanks is a leak detection method used? Yes ☒ No ☐  
If Yes, what method? \_\_\_\_\_
10. Do tanks have interior protection? Yes ☐ No ☐  
If Yes, what type? \_\_\_\_\_
11. Are tanks integrity tested? Yes ☐ No ☐  
If Yes, by what method(s)? \_\_\_\_\_  
How Frequently? \_\_\_\_\_
12. Have there been any leaks or spills associated with the site's tanks? Yes ☐ No ☐  
If Yes, summarize the incident(s) and response(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# SCHEDULE C

## WASTE PILES

1. What types of wastes are stored?: Zinc oxide bunker.  
on concrete Pails for lead,  
speculatively accumulated.
2. Describe the wastepile(s): 2 in truck lot, gone as 75% within one year.  
200' x 200' Number Size Range  
Yes Impermeable Underlayment  
No Covered with plastic  
Wind Protection: bunker
3. Do the wastepile(s) have surface leaching controls? Yes X No  
If Yes, what type? Sec. Containment.
4. Is soil or ground-water monitoring conducted? Yes X No  
If Yes, describe the monitoring system: See GW monit.

Start accumulating

march 97

by 12/97 1000 tons.

by 12/98 75% of total must be used.

**SCHEDULE D**  
**SURFACE IMPOUNDMENTS**

*Cooling water canals,  
release areas.*

1. Surface Impoundment(s) is/are used primarily for:  

_____ Storage	How Many? _____
_____ Treatment	How Many? _____
_____ Disposal	How Many? _____
2. Are surface impoundments to be closed with wastes in place or by removal? \_\_\_\_\_
3. Is there a surface water discharge from any of the impoundments?  
Yes\_\_\_ No\_\_\_  
If Yes, is it permitted? Yes\_\_\_ No\_\_\_
4. Is there a discharge to an off-site sewer system from the impoundment?  
Yes\_\_\_ No\_\_\_  
If Yes, is it permitted? \_\_\_\_\_
5. Is there a lead detection system? Yes\_\_\_ No\_\_\_  
If Yes, Describe: \_\_\_\_\_  
\_\_\_\_\_
6. Is there a leachate collection system? Yes\_\_\_ No\_\_\_  
If Yes, briefly describe: \_\_\_\_\_  
\_\_\_\_\_
- How much leachate is removed? \_\_\_\_\_
7. Briefly describe any history or present evidence of releases to the environment:  
\_\_\_\_\_  
\_\_\_\_\_
8. Do lagoons meet RCRA standards? Yes\_\_\_ No\_\_\_
9. Is the lagoon lined? Yes\_\_\_ No\_\_\_
10. What type of liner? \_\_\_\_\_
11. Liner thickness \_\_\_\_\_

**SCHEDULE E**  
**SOLVENT RECOVERY**

N/A

**1. Incoming Waste Solvent**

Is waste material received in drums?

Yes\_\_ No\_\_

Drums are:

\_\_\_\_ New

\_\_\_\_ Used

\_\_\_\_ Combination New/Used

Average number of solvent drums on site:

\_\_\_\_ Full

\_\_\_\_ Empty

What happens to empty solvent drums?

\_\_\_\_ Reconditioned

\_\_\_\_ Landfilled

Give company/site name and location:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. How is water which is gravity separated from incoming waste solvent disposed?**

\_\_\_\_ Total recycle

\_\_\_\_ Sewer

\_\_\_\_ Evaporation Impoundment

\_\_\_\_ Hauled away for disposal. Give site name and location:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other, describe: \_\_\_\_\_

3. How are still bottoms disposed?

☐ On-site landfill

☐ Off-site landfill. Give site name and location.

☐ On site incineration

☐ Off-site incineration. Give site name and location.

4. Outgoing Material

☐ Is reclaimed material re-drummed on-site?

☐ Are new drums used?

☐ Are reconditioned drums used?

☐ Do drums meet specifications for transporting flammable liquids?

☐ Type (DOT Designation)

☐ Properly labeled?

☐ Is bulk liquid delivered directly into client's drums at client's plant?

5. Site reclaimed product meets the following specifications:

☐ Pharmaceutical grade

☐ Government Spec. No.

☐ Semiconductor Grade

☐ Reagent grade

☐ Commercial

☐ Industrial

☐ Other Grading \_\_\_\_\_

6. Is facility a member of a solvent recycling association?

Yes\_\_\_ No\_\_\_

7. Solvents recovered: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Is operation batch or continuous? \_\_\_\_\_

9. What happens to recovered products? \_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE F**  
**CARBON REGENERATION**

N/A

1. Incoming Carbon

a. Identify the criteria for accepting carbon for regeneration at this site:

Acceptable contaminants: \_\_\_\_\_

Unacceptable contaminants: \_\_\_\_\_

Acceptable grades: \_\_\_\_\_

Acceptable containers: \_\_\_\_\_

Any other criteria: \_\_\_\_\_

Is custom regeneration available at this site? Yes\_\_\_ No\_\_\_

Is preferred segregated storage available? Yes\_\_\_ No\_\_\_

Is batch regeneration available? Yes\_\_\_ No\_\_\_

How is incoming carbon QA/QC maintained? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

b. Segregation

Is segregation of incoming carbon required? Yes\_\_\_ No\_\_\_

What are the criteria for segregation?

PCB's: \_\_\_\_\_

Carcinogens: \_\_\_\_\_

Ignitables: \_\_\_\_\_

Reactives: \_\_\_\_\_

Other: \_\_\_\_\_

\_\_\_\_\_

How is segregation maintained? \_\_\_\_\_

\_\_\_\_\_

c. Storage of unprocessed carbon

Indicate type of storage:

\_\_\_\_\_ Containers (see Schedule A)

\_\_\_\_\_ Tanks (see Schedule B)

\_\_\_\_\_ Waste piles (see Schedule C)

Average storage time: \_\_\_\_\_

## 2. General Engineering Data

### a. Prefeed Storage

PREFEED STORAGE	YES	NO	CAPACITY
Flow Bins			
Bags			
Drums			
Tanks			
Lined Sumps			
Unlined Pits/Ponds/Lagoons			
Slab Curbed			
Slab Flat			
Soil Surface			
Other			

### b. Feed System

\_\_\_\_\_ Batch

\_\_\_\_\_ Continuous

Hopper

Yes\_\_\_ No\_\_\_

Screw

Yes\_\_\_ No\_\_\_

Conveyer Belt

Yes\_\_\_ No\_\_\_

Other\_\_\_\_\_

Yes\_\_\_ No\_\_\_

### c. Dewatering Facilities

\_\_\_\_\_ Type

\_\_\_\_\_ Capacity

Where does waste water go? \_\_\_\_\_

What is maximum moisture content of carbon fed to furnace? \_\_\_\_\_

### d. Furnace System

\_\_\_\_\_ Dimension of kiln

\_\_\_\_\_ Carbon Feed Rate

\_\_\_\_\_ Expected Carbon Loss



	YES	NO	NUMBER	OPERATING TEMP	FUEL
Multiple Hearth					
Rotary Kiln					
Afterburner					

Average Residence Time: \_\_\_\_\_

Describe scrubber system: \_\_\_\_\_

Describe quench system, if any: \_\_\_\_\_

Describe fire suppression system: \_\_\_\_\_

What is the percent of downtime for furnace system maintenance? \_\_\_\_\_

### 3. Outgoing Material

Is reclaimed material redrummed on site? Yes\_\_\_ No\_\_\_

Are new drums used? Yes\_\_\_ No\_\_\_

Are reconditioned drums used? Yes\_\_\_ No\_\_\_

Do drums meet specifications for transporting flammable liquids? Yes\_\_\_ No\_\_\_

Type (DOT designation)\_\_\_\_\_ Yes\_\_\_ No\_\_\_

Properly labeled? Yes\_\_\_ No\_\_\_

Is bulk liquid delivered directly into client's drums at client plant? Yes\_\_\_ No\_\_\_

### 4. Product Quality Control

Product Name/Number: \_\_\_\_\_

#### General Specifications:

\_\_\_\_\_ Activity (CCI)

\_\_\_\_\_ Apparent Density

\_\_\_\_\_ Hardness

\_\_\_\_\_ Moisture as Packed

\_\_\_\_\_ Iodine Number

\_\_\_\_\_ Ash Content

\_\_\_\_\_ Other Tests \_\_\_\_\_

**Properties:**

\_\_\_\_\_ Surface Area  
\_\_\_\_\_ Pore Volume  
\_\_\_\_\_ Specific Heat at 15°C  
\_\_\_\_\_ pH of Water Extract  
\_\_\_\_\_ Other Water Extract Analyses

**Screening:**

\_\_\_\_\_ Mesh Sizes Available  
\_\_\_\_\_ Percent Variation  
\_\_\_\_\_ Extra Charge for Screening

Is product make-up available?

Yes\_\_\_ No\_\_\_

**5. Off-Site Waste Disposal**

Has the facility received a U.S. EPA Generator I.D. Number?

Yes\_\_\_ No\_\_\_

List Number: \_\_\_\_\_

What wastes/by-products are generated from the reactivation process? Also indicate disposal method and location:

WASTE	DISPOSAL METHOD	LOCATION

Are these off-site facilities the end disposers? If not, what happens to those materials?

WASTE	END DISPOSERS	YES	NO	FINAL DISPOSER

**SCHEDULE G**  
**RESOURCE RECOVERY**

N/A

1. Brief description of recovery process: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Fate of recovered materials: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Ultimate disposal of residues: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Process flow rates: \_\_\_\_\_  
\_\_\_\_\_
5. Process monitoring controls: \_\_\_\_\_  
\_\_\_\_\_
6. Percent process downtime: \_\_\_\_\_%
7. Raw material storage  
  
Storage method \_\_\_\_\_  
Approximate quantity in storage \_\_\_\_\_  
Process time equivalent (in days) for amount in storage \_\_\_\_\_

## SCHEDULE H

### INCINERATION

**NOTE: ATTACH INCINERATOR DIAGRAM TO THIS FORM, IF AVAILABLE.**

**1. General Engineering Data**

\_\_\_\_ Capacity BTU/Hr  
\_\_\_\_ % Destruction Efficiency (percent)  
\_\_\_\_ Waste Feed Rate Liquids  
\_\_\_\_ Waste Feed Rate Solids or Sludges  
\_\_\_\_ Maximum size package for kiln  
\_\_\_\_ Maximum solids content for liquid waste

Is there a shredder on site?

Yes\_\_\_ No\_\_\_

Is the vapor recovered?

Yes\_\_\_ No\_\_\_

**2. Type:** \_\_\_\_\_

**3. Residence Time:** \_\_\_\_\_

**4. Method of Injection:** \_\_\_\_\_

**5. Process Equipment & Operating Capabilities**

**A. Primary Chamber:** Rotary Kiln/Liquid Boiler/Process Furnace  
Other: \_\_\_\_\_

Retention Time: Gases \_\_\_\_\_ seconds; solids \_\_\_\_\_ minute

Start-Up Fuel: Natural Gas/Oil/Coal/Supplemental Fuel/Other: \_\_\_\_\_

Operating Fuel: Natural Gas/Oil/Coal/Supplemental Fuel/Other: \_\_\_\_\_

Normal Operating of Main Section \_\_\_\_\_;

Operating Range \_\_\_\_\_

Oxidation/Reduction Atmosphere: \_\_\_\_\_

**B. Secondary Chamber:** Rotary Kiln/Liquid Boiler/Process Furnace/  
Other: \_\_\_\_\_

Retention Time: Gases \_\_\_\_\_ seconds; solids \_\_\_\_\_ minutes

Start-Up Fuel: Natural Gas/Oil/Coal/Supplemental Fuel/ Other: \_\_\_\_\_

Operating Fuel: Natural Gas/Oil/Coal/Supplemental Fuel/

Other: \_\_\_\_\_

Normal Operating of Main Section \_\_\_\_\_;

Operating Range \_\_\_\_\_

C. Steam Generation Yes\_\_ No\_\_

Steam Utilization: Process / Heat or Cool / Power Generation:  
Used On-Site: \_\_% Sold Off-Site for Use\_\_

D. Air Poll.Control: Wet Scrubbers / Dry Scrubbers / Precipitators  
Other: \_\_\_\_\_

E. Effluent Control: From scrubber/quench to \_\_\_\_\_

F. Computer Controlled Yes\_\_ No\_\_

Monitored functions: Waste or Fuel Feed / Air Flow / Temperature / Stack  
Emissions / Other \_\_\_\_\_

Automated Emergency Shutdown: Yes\_\_ No\_\_  
Caused By \_\_\_\_\_

6. Bulk Storage/Receiving Storage Capacity

\_\_\_\_\_ Tank Storage Capacity  
\_\_\_\_\_ Ponds/Lagoons Storage Capacity

7. Drums Storage/Receiving  
\_\_\_\_\_ Storage Capacity

Drum Decant Facility: Yes\_\_ No\_\_  
Are fiber drums received/required? Yes\_\_ No\_\_  
Are small containers received? Yes\_\_ No\_\_

8. Incinerator Associated Wastes

Describe treatment and/or discharge scrubber water: \_\_\_\_\_

\_\_\_\_\_

Where and how is ash disposed of? \_\_\_\_\_

\_\_\_\_\_

How are empty drums handled? \_\_\_\_\_

Percent downtime for refractory liner replacement, etc.? \_\_\_\_\_

**SCHEDULE I**

N/A

**PHYSICAL / CHEMICAL / BIOLOGICAL TREATMENT  
OF SPECIAL WASTE CATEGORIES**

1. Brief description of waste streams treated. (e.g., cyanide waste, heavy metals, organic wastes):  
\_\_\_\_\_  
\_\_\_\_\_
2. Is treatment continuous or batch?  
\_\_\_\_\_ Continuous  
\_\_\_\_\_ Batch
3. Describe physical/chemical/biological processes employed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. What are the process flow rates? \_\_\_\_\_  
\_\_\_\_\_
5. Briefly describe process monitoring controls. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. How are treated waste stream and residues ultimately disposed of? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE J**

**FACILITY WASTEWATER TREATMENT**

N/A

1. Types of treatment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Is treatment batch or continuous?  
\_\_\_\_\_ Batch  
\_\_\_\_\_ Continuous
3. How is resulting sludge disposed? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Is treated waste discharged to sewer system or surface water? Yes\_\_\_ No\_\_\_  
If Yes, has a permit been obtained? Yes\_\_\_ No\_\_\_

## SCHEDULE K

### LANDFARM

NS/A

1. Types of waste landfarmed:  
☐ Oily Wastes  
☐ Biological Pond Sludges  
☐ Metal Sludges  
☐ Sanitary Waste Sludge  
☐ Other (describe) \_\_\_\_\_
2. Is soil monitoring performed to prevent excessive metal loading? Yes\_\_\_ No\_\_\_
3. Describe waste application methods: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Is application rate controlled? Yes\_\_\_ No\_\_\_  
Describe controls: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. How is runoff managed?  
☐ Impounded (See Schedule D)  
☐ Channelized  
☐ Total Retention  
☐ Treated on site for discharge (See Schedule J)  
☐ Sewered for Off-site Treatment  
☐ Other (describe) \_\_\_\_\_
6. Excess waste storage capacity during inclement weather: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



n/a

**SCHEDULE L**  
**SANITARY LANDFILL**

1. Landfill primary liner is  
☐ Natural, in-place soil  
☐ Recompactd clay liner  
☐ Synthetic liner  
☐ Combination Liner (describe) \_\_\_\_\_
2. Does the landfill have a leachate collection system? Yes\_\_\_ No\_\_\_  
If Yes, where and how is leachate disposed of or treated?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Describe vector controls: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Does site have methane collection system? Yes\_\_\_ No\_\_\_  
If Yes, briefly describe: \_\_\_\_\_  
\_\_\_\_\_  
How is the collected methane disposed? \_\_\_\_\_
5. Are hazardous wastes co-disposed? Yes\_\_\_ No\_\_\_
6. Are incoming wastes chemically/physically tested? Yes\_\_\_ No\_\_\_  
If not, is any other screening performed? Yes\_\_\_ No\_\_\_  
Briefly describe: \_\_\_\_\_
7. How wet can the material be before being unacceptable? \_\_\_\_\_  
\_\_\_\_\_
8. Who performs the review of waste approvals? \_\_\_\_\_  
\_\_\_\_\_
9. Is there any state approval required for special waste? Yes\_\_\_ No\_\_\_
10. Do they perform any analysis or verification upon acceptance? Yes\_\_\_ No\_\_\_
11. Will they accept crushed drums in the dirt or filtercake loads? Yes\_\_\_ No\_\_\_

12. Is there any problem with debris in the loads? Yes\_\_\_ No\_\_\_
13. Are there special waste regulations in this state? Yes\_\_\_ No\_\_\_
14. Will they sign a Certificate of Disposal provided by Republic Environmental Systems, Inc. with each load? Yes\_\_\_ No\_\_\_
15. How many acres is the facility comprised of?\_\_\_\_\_

**SCHEDULE M**  
**SECURE CHEMICAL LANDFILL**

N/A

**I. Design & Geology**

- A. Cell(s) in use have single/double liner(s)?** Yes\_\_\_ No\_\_\_

**Liners Description:**

\_\_\_ Inches of compacted \_\_\_ Clay: On bottom/on sides/as cap;  
\_\_\_ Mils of \_\_\_\_\_ (synthetic): On bottom/on sides/as cap;  
\_\_\_ Inches of compacted \_\_\_ Clay: On bottom/on sides/as cap;  
\_\_\_ Mils of \_\_\_\_\_ (synthetic): On bottom/on sides/as cap;  
Other: \_\_\_\_\_

- B. Closed cells have single/double liners?**

**Liners Description:**

\_\_\_ Inches of compacted \_\_\_ Clay: On bottom/on sides/as cap;  
\_\_\_ Mils of \_\_\_\_\_ (synthetic): On bottom/on sides/as cap;  
\_\_\_ Inches of compacted \_\_\_ Clay: On bottom/on sides/as cap;  
\_\_\_ Mils of \_\_\_\_\_ (synthetic): On bottom/on sides/as cap;  
Other: \_\_\_\_\_

- C. Closed cell(s) have leachate collection?** Yes\_\_\_ No\_\_\_

If Yes, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- D. Cell(s) in use have leachate collection?** Yes\_\_\_ No\_\_\_

If Yes, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- E. \_\_\_\_\_ Cells under construction**

**With leachate collection?** Yes\_\_\_ No\_\_\_

If Yes, describe: \_\_\_\_\_  
\_\_\_\_\_

## F. Lower cell Liner

\_\_\_\_\_ Feet to Surface  
\_\_\_\_\_ Feet to Groundwater  
\_\_\_\_\_ Feet to useful aquifer/bedrock

## G. Type of soil(s) beneath the site (including permeabilities):

\_\_\_\_\_  
\_\_\_\_\_

## H. Special design features:

\_\_\_\_\_  
\_\_\_\_\_

## I. Run-off control; within cell(s):

\_\_\_\_\_  
Around each cell \_\_\_\_\_  
Around site perimeter \_\_\_\_\_

## J. Attach sketch of cell layout, existing &amp; planned.

2. Are drummed wastes landfilled? Yes\_\_\_ No\_\_\_  
Placed in segregated areas? Yes\_\_\_ No\_\_\_  
Empty drums crushed? Yes\_\_\_ No\_\_\_

3. Solidification provided on-site? Yes\_\_\_ No\_\_\_  
If Yes, Use Appendix A)

Maximum delay, acceptance to placement in cell? \_\_\_\_\_ Hours

4. Daily Cover:  
\_\_\_ Inches of cover for every;  
\_\_\_ Inches/Feet of Waste.  
Cover Material \_\_\_\_\_  
From on site? Yes\_\_\_ No\_\_\_

5. Interior access roads: Dirt / Gravel / Paved

Wheel Wash? Yes\_\_\_ No\_\_\_

6. Estimated remaining life of facility?

Part A \_\_\_\_\_ Years

Part B \_\_\_\_\_ Years

Adjacent land owned/optioned for expansion?

Yes\_\_\_ No\_\_\_

If Yes, how many acres?\_\_\_\_\_

7. Operational provisions for adverse weather conditions?

Yes\_\_\_ No\_\_\_

If Yes,

Covered Cell/Reduced Operations/Stop Operations/Use Alternate Site

Other\_\_\_\_\_

8. Is waste Segregated and/or Classified?

\_\_\_\_\_ Segregated

\_\_\_\_\_ Classified

9. Is there a price reduction based on volume?

Yes\_\_\_ No\_\_\_

If Yes, please define:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE N**  
**DEEP WELL INJECTION**

N/A

1. \_\_\_\_\_ Age of well
2. Is well designed for disposal or converted?
- \_\_\_\_\_ Designed for disposal
- \_\_\_\_\_ Converted
3. \_\_\_\_\_ Depth of Well
4. \_\_\_\_\_ to \_\_\_\_\_ Depth interval(s) of injection zone(s)
- \_\_\_\_\_ to \_\_\_\_\_
- \_\_\_\_\_ to \_\_\_\_\_

5. Is mechanical integrity of well verified by testing? Yes\_\_\_ No\_\_\_
- If Yes, what methods and the frequencies?
- \_\_\_\_\_
- \_\_\_\_\_

6. Mechanical integrity monitoring: Capability Working
- Injection Pressure \_\_\_\_\_
- Annular Pressure \_\_\_\_\_
- Annular Temperature \_\_\_\_\_
- Other (summarize method)
- \_\_\_\_\_
- \_\_\_\_\_

7. Ground-water monitoring: Capability Working
- Upper Aquifer \_\_\_\_\_
- Lower most potable quality aquifer \_\_\_\_\_
- Injection Zone \_\_\_\_\_
- Other (briefly describe)
- \_\_\_\_\_
- \_\_\_\_\_

8. **Well Workovers / Repairs**

- \_\_\_\_\_ **Total Number**
- \_\_\_\_\_ **Most Recent Date**
- \_\_\_\_\_ **Annual Downtime**
- \_\_\_\_\_ **Excess storage capacity expressed as days of downtime**

# Appendix F

Superfund Recycling Act

Summary Report

Institute of Scrap Recycling Industries, Inc.



## Superfund Recycling Act Summary Report

### Reference Information

<b>Facility:</b> CHEMETCO, INC. RTE 3 & OLDENBERG RD HARTFORD, IL 62048 EPA ID: ILD048843809	<b>Client:</b> Tracy Alaimo Mattson ISRI, Inc. 1325 G Street, NW, Suite 1000 Washington, DC 20005-3104
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### Permits & Registrations

Does the facility have a permit for air emissions (AIRS)?.....	Yes
Does the facility have a permit for wastewater discharge (PCS)?.....	Yes
Does the facility generate 1000kg or more of hazardous waste per month (RCRIS-LQG)?.....	Yes
Does the facility generate less than 1000kg of hazardous waste per month (RCRIS-SQG)?.....	No
Does the facility transport hazardous Waste (RCRIS-TRAN)?.....	No
Does the facility treat, store or dispose of hazardous waste (RCRIS-TSD)?.....	Yes
Has the facility submitted a Form R under SARA Title III (TRIS)?.....	Yes
Is the facility a solid waste landfill or permitted processing facility (SWLF)?.....	No

### Existing or Potential Contamination

Is the facility listed by the US EPA as a Superfund site (NPL)?.....	No
Is the facility listed on a state-equivalent NPL list (SPL)?.....	No
Is the facility listed by the US EPA as a potential Superfund site (CERCLIS)?.....	No
Is the facility listed on a state-equivalent CERCLIS list (SCL)?.....	No
Has the facility ever been under Superfund consideration (NFRAP)?.....	Yes
Is the facility subject to corrective action under RCRA (CORRACTS)?.....	Yes

### Compliance and Enforcement Issues

Is the facility in violation of air pollution standards (AIRS)?.....	Yes
Has the facility been named in a civil enforcement proceeding (DOCKET)?.....	Yes
Has the facility been subject to an enforcement action under CWA (PCS)?.....	Yes
Is the facility listed as a Significant Non-Complier under RCRA (RCRIS)?.....	Yes
Has the facility ever violated the terms of its RCRA permit (RCRIS-VIOL)?.....	Yes
Has the facility been subject to an enforcement action under RCRA (RCRIS-VIOL)?.....	Yes

## Permit & Registration Summary

<b>AIRS – Aerometric Information Retrieval System</b>		<b>Agency ID:</b> IL0032076																																						
<b>Facility:</b>	<b>CHEMETCO INC. – ALTON</b>	<b>VISTA ID:</b> 78879																																						
<b>Address:</b>	<b>ILL ROUTE 3 &amp; OLDENBURG ROAD HARTFORD, IL 62048</b>																																							
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<b>PCS – Permit Compliance System</b>		<b>Agency ID:</b> IL0025747																
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<b>SIC Code:</b>	3341 – SECONDARY SMELT/NONFERROUS METALS																	

# Appendix G

Heather Young, CHMM

Business Card - Audit



HEATHER YOUNG, CHMM  
ENVIRONMENTAL MANAGER

P.O. BOX 67  
HARTFORD, IL 62048

(618) 254-4381 EXT. 268  
FAX (618) ~~254-0138~~

254-7192

*heather.young@chemetco-inc.com*